AGENDA
City Council Meeting

Tuesday, March 24, 2026 @ 6:00 PM

Anna Municipal Complex - Council Chambers
120 W. 7th Street, Anna, Texas 75409

The City Council of the City of Anna will meet on Tuesday, March 24, 2026, at 6:00 PM, in the Anna Municipal Complex – Council Chambers, located at 120 W. 7th Street, to consider the following items.

Welcome to the City Council meeting. If you wish to speak on an Open Session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the City Secretary before the meeting starts.

1. **Call to Order, Roll Call, and Establishment of Quorum.**

2. **Invocation and Pledge of Allegiance.**
American Pledge*: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.*

Texas Pledge*: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*

3. **Neighbor Comments.**
At this time, any person may address the City Council regarding an item on this meeting Agenda that is not scheduled for public hearing. Also, at this time, any person may address the City Council regarding an item that is not on this meeting Agenda. Each person will be allowed up to three (3) minutes to speak. No discussion or action may be taken at this meeting on items not listed on this Agenda, other than to make statements of specific information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

4. **Reports.**
Receive reports from Staff or the City Council about items of community interest.

Items of community interest include: expression of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or

employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the Agenda.

a. Anna Police Department to receive Accreditation Award from the Texas Police Chiefs Association-Best Practices Program. (Police Chief Dean Habel)

5. **Work Session.**

a. Project Roadmap for Downtown Re-Development. (Interim Director of Economic Development Natasha Roach)

6. **Consent Items.**

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council Member making such request prior to a motion and vote on the Consent Items.

a. Approve City Council Meeting Minutes for March 10, 2026 (City Secretary Carrie Land)

b. Review Minutes of the February *5*, 2026, Joint Community Development Corporation and Economic Development Corporation Board Meeting. (Interim Director of Economic Development Natasha Roach)

c. Approve a Resolution authorizing an amendment to the Anna Community Development Corporation 2025-2026 Fiscal Year Budget moving $4,980,437.00 from unrestricted fund balance to the land acquisition account. (Interim Director of Economic Development Natasha Roach)

d. Approve a Resolution authorizing an amendment to the Anna Economic Development Corporation 2025-2026 Fiscal Year Budget moving $2,053,129.00 from unrestricted fund balance to the land acquisition account. (Interim Director of Economic Development Natasha Roach)

e. Approve a Parking Reduction request for Anna Skilled Nursing Center, Block A, Lot 1. (SP 26-0003)(Director of Development Services Kaleb Kentner)

f. Approve a Sign Variance Request for One Community Church. (V 26-0001)(Director of Development Services Kaleb Kentner)

g. Approve a Resolution to renew the Interlocal Cooperation Agreement with Collin County for Road and Bridge Improvements for 2026-2030. (Director of Public Works Joseph Cotton, P.E.)

h. Approve a Resolution authorizing the redemption of Bonds issued for Public

Improvement District purposes in connection with prepayments of assessments; delegating authority to the City Representative to instruct trustees to effect said redemptions; and enacting other provisions relating to the subject. (Director of Public Works Joseph Cotton)

i. Review Monthly Financial Report for the Month Ending February 28, 2026. (Director of Finance Terri Doby)

j. Approve a Resolution of the City Council of the City of Anna, Texas, finding that a public necessity exists for acquisition of a permanent water easement along State Highway 5 authorizing the City Manager, staff, contractors, and the city's attorneys to acquire said easements by any lawful means, including but not limited to negotiations, and, if necessary, proceedings in eminent domain; providing an effective date. (City Engineer Kevin Bates, P.E.)

k. Approve a Resolution Authorizing the Anna Police Department to apply for the Motor Vehicle Crime Prevention Authority Grant. (Assistant Chief Terry Eoff)

l. Approve Resolution Establishing Protocol for Election Filing Processing. (City Secretary Carrie Land)

m. Approve a Resolution adopting City Council Policies and Procedures for Meetings. (City Secretary Carrie Land)

7. **Items For Individual Consideration and Public Hearings.**

At the time and place of any public hearing held during this meeting, all persons who desire will have an opportunity to be heard in opposition to or in favor of the ordinance, application, or other proposed item.

a. Consider/Discuss/Action on a Resolution accepting the FY 2025 Audit Report. (Director of Finance Terri Doby)

b. Conduct a public hearing and take testimony on the proposed levy of assessments on property located within Improvement Area #3 of the Hurricane Creek Public Improvement District pursuant to Chapter 372, Texas Local Government Code. (Director of Public Works Joseph Cotton)

c. Consider/Discuss/Action on an Ordinance accepting and approving a Service and Assessment Plan and Assessment Roll for property located within Improvement Area #3 of the Hurricane Creek Public Improvement District; making a finding of special benefit to such property; Levying special assessments against such property and establishing a Lien on such property; providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code. (Director of Public Works Joseph Cotton)

d. Consider/Discuss/Action on an Ordinance authorizing the issuance of the "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project)" in a principal amount of up to $13,600,000; and approving various documents related to such Bonds. (Director of Public Works Joseph Cotton)

8. **Closed Session (Exceptions).**
Under Tex. Gov't Code Chapter 551, the City Council may enter into Closed Session to discuss any items listed or referenced on this Agenda under the following exceptions:

a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). City Ordinances

b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).

c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).

d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

The Council further reserves the right to enter into Closed Session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.

9. Consider/Discuss/Action on any items listed on any agenda - executive session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

10. **Adjourn.**

This is to certify that I, Carrie L Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at the Anna Municipal Complex bulletin board at or before 5:00 p.m. on 03/18/2026.

Carrie L. Land, City Secretary

1. The Council may vote and/or act upon each of the items listed in this Agenda. Notwithstanding the foregoing or any other statement in this Agenda, the Council shall not take action on any item until after providing an opportunity for public testimony under the "Neighbor Comments" item or after any public hearing held under applicable law.
2. The Council reserves the right to retire into closed executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meeting Act.
3. In accordance with the Americans with Disabilities Act, it is the policy of the City of Anna to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format, or if you require any other accommodation, please contact the ADA Coordinator at least 48 working hours in advance of the event by emailing adacompliance@annatexas.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Dean Habel

AGENDA ITEM:
Anna Police Department to receive Accreditation Award from the Texas Police Chiefs Association-Best Practices Program. (Police Chief Dean Habel)

SUMMARY:
The Anna Police Department is proud to have been recognized as a Best Practices Recognized Agency by the Texas Police Chiefs Association. This recognition is awarded to law enforcement agencies that demonstrate compliance with a comprehensive set of professional standards covering critical areas such as use of force, training, policy development, evidence management, and accountability. Achieving this designation required a thorough review of the department's policies and operations to ensure they meet or exceed statewide best practice standards. This accomplishment reflects the Anna Police Department's ongoing commitment to professionalism, transparency, and providing the highest level of service and public safety to the community.

FINANCIAL IMPACT:
Funding for this (item / contract / service) was appropriated in the FY2026 Department budget in the amount of $1400.00 per year.

BACKGROUND:
Over the past two years, the Anna Police Department undertook an extensive review and improvement process to achieve recognition through the Texas Police Chiefs Association Best Practices Program. This effort required a comprehensive evaluation of departmental policies, procedures, training, and operational practices to ensure compliance with more than 173 established law enforcement standards. Department personnel worked collaboratively to review existing policies, implement updates where necessary, and document compliance with each standard. The process also included internal assessments and an external review by trained assessors to verify that the department met the required criteria. This multi-year effort reflects the department's dedication to continuous improvement, professional excellence, and maintaining the highest standards of accountability and service to the community.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Excellent.

ATTACHMENTS:

1. TPCA Accreditation letter

TEXAS POLICE CHIEFS ASSOCIATION FOUNDATION

a 501 (c)(3) organization
P.O. Box 1030
Elgin, Texas 78621
Phone: 512-281-5400 1-877-7 POLICE • Fax: 512-281-2240
E-Mail: info@tpcaf.org • Web Page: www.tpcaf.org

Chief Habel,

On behalf of the Texas Police Chiefs Association Foundation, I want to officially notify you that the Anna Police Department achieved "Accreditation Status" for compliance with the Texas Law Enforcement Accreditation Program.

As you know, the accreditation process is extensive and challenging. The APD is to be commended for the commitment and professional dedication made toward this success. This outstanding achievement is one that every agency employee and your community members can proudly accept, knowing your Agency has met Texas' Gold Standard in Law Enforcement Accreditation.

We will be in contact with you in the near future to schedule a local public opportunity for acknowledging the Agency's "Accreditation Award" so that your citizens and community leaders can fully appreciate this professional accomplishment.

During the 2026 TPCA Annual Conference, your peers will recognize your Agency. The award ceremony will be held during the Awards and Accreditation Luncheon, which is generally held on Wednesday during the conference.

Respectfully,

Steve Stanford

Steve Stanford, Chairman
TPCAF Accreditation Committee

Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Natasha Roach

AGENDA ITEM:
Project Roadmap for Downtown Re-Development. (Interim Director of Economic Development Natasha Roach)

SUMMARY:

FINANCIAL IMPACT:

BACKGROUND:

STRATEGIC CONNECTIONS:

ATTACHMENTS:
1. Project Roadmap Development Framework (11 x 17 in) (1)

Project Roadmap for Downtown Re-Development

This project has 3 distinct phases, each designed to engage different members of the community and are happening simultaneously to ensure steady progress and strong collaboration

Create Name and Logo

01

Engage the services of Eisenberg to create a brand and logo

02

Eisenberg sends out survey to gain feedback regarding downtown

03

Based on responses Eisenberg submits 10 names and tagline options to EDC for discussion

04

EDC narrows down list to top 5 and with Eisenberg, chooses representatives of the community to serve as a lead committee for feedback and further input

05

Eisenberg refines name, logo, and tagline and presents to lead committee. Committee will provide recommendations on what options to share for public input.

06

Committee's choices will be shared on a platform to receive public input

07

Eisenberg will present final name, logo and tagline to EDC and Council for approval

Create a Downtown Anna Economic Development Marketing Strategy

01

Engage the services of Toole Design to create an Illustrative Map to be used as a marketing guide for recruitment of businesses to downtown.

02

Phase 1: Discover
This phase includes gathering information and necessary documents to become familiar with downtown Anna properties

03

Phase 2: Design
A charrette will focus on the initial draft of the Illustrative Marketing Map. Stakeholders and the public are invited and encouraged to attend scheduled meetings to review concepts and share feedback

04

Phase 3: Draft and Final Plan
A presentation of the final draft documents will be presented to lead committee and public. Once feedback is received a meeting will be set to present the final product

05

Phase 4: Mobility Standards
Update to Downtown Zoning and Ordinances will follow after acceptance.

06

Final Map Design and Mobility Standards will be presented to Council for approval

Focus on Historical Aspects

01

This phase happens after acceptance of Downtown Brand and Logo and the Illustrative Map

02

Development Services will take lead and with the support of EDC, a lead committee will be formed for inital feedback on proposed recommended changes

03

Based on responses, Develoment Services will draft a final plan to be reviewed by the public in a yet to be determined meeting.

04

After public input, final plan will be presented to Council for approval.

Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact:

AGENDA ITEM:
Approve City Council Meeting Minutes for March 10, 2026 (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

BACKGROUND:

STRATEGIC CONNECTIONS:

ATTACHMENTS:
1. 03-10-2026 Executive Session Minutes
2. 03-10-2026 Regular Meeting Minutes

City Council Executive Session
Meeting Minutes

Tuesday, March 10, 2026 @ 5:30 PM

Anna Municipal Complex - Council Chambers
120 W. 7th Street, Anna, Texas 75409

The City Council of the City of Anna met in an Executive Session on Tuesday, March 10, 2026, at 5:30 PM, in the Anna Municipal Complex – Council Chambers, located at 120 W. 7th Street, to consider the following items.

1. **Call to Order, Roll Call, and Establishment of Quorum.**

Mayor Cain called the meeting to order at 5:30 PM.

Members Present:
Mayor Pete Cain
Mayor Pro Tem Kevin Toten
Deputy Mayor Pro Tem Stan Carver II
Council Member Nathan Bryan
Council Member Kelly Herndon
Council Member Elden Baker
Council Member Manny Singh

Members Absent:
None

2. **Executive Session (Exceptions).**

a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071).

b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).

c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer

of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).

d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

MOTION: Council Member Baker moved to enter closed session. Deputy Mayor Pro Tem Carver seconded. Motion carried 7 - 0.

Mayor Cain recessed the meeting at 5:31 PM.

Mayor Cain reconvened the meeting at 6:02 PM.

3. Consider/Discuss/Action on any items listed on any agenda - executive session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

No action taken.

4. **Adjourn.**

Mayor Cain adjourned the meeting at 6:02 PM.

APPROVED this 24th day of March 2026.

_____
Mayor Pete Cain

ATTEST:

_____
City Secretary Carrie L. Land

Regular City Council Meeting
Minutes

Tuesday, March 10, 2026 @ 6:00 PM

Anna Municipal Complex - Council Chambers
120 W. 7th Street, Anna, Texas 75409

The City Council of the City of Anna met on Tuesday, March 10, 2026, at 6:00 PM, in the Anna Municipal Complex – Council Chambers, located at 120 W. 7th Street, to consider the following items.

1. **Call to Order, Roll Call, and Establishment of Quorum.**

   Mayor Cain called the meeting to order at 6:02 PM.

   Members Present:
   Mayor Pete Cain
   Mayor Pro Tem Kevin Toten
   Deputy Mayor Pro Tem Stan Carver II
   Council Member Nathan Bryan
   Council Member Kelly Herndon
   Council Member Elden Baker
   Council Member Manny Singh

   Members Absent:
   None

2. **Invocation and Pledge of Allegiance.**

   Deputy Mayor Pro Tem Carver led the Invocation and Pledge of Allegiance.

3. **Neighbor Comments.**

   Mr. Stephen Lanning spoke in appreciation to the Fire Department for the care of his late wife.

4. **Reports.**

   a. Introduction of new City Manager Ronda Perez.

   Mayor Cain introduced the City's new City Manager, Ronda Perez.

   b. City Manager's Oath of Office

   City Manager Ronda Perez took the Oath of Office.

Council Member Herndon expressed her appreciation for staff during this City Manager transition period.

5. **Work Session.**

a. 2050 Parks, Open Space, Trails and Recreation Master Plan (Assistant Director of Community Services Jeff Freeth)

Wilson Kerr, with Freese and Nichols made a presentation on the proposed 2050 Parks, Open Space, Trails and Recreation Master Plan.

6. **Consent Items.**

City Manager Perez requested Consent Item 6c. pulled.

MOTION: Council Member Herndon moved to approve Consent Items 6a, 6b, and 6d. Council Member Baker seconded. Motion carried 7–0.

a. Approve City Council Meeting Minutes for February 20, 2026, and February 24, 2026 (City Secretary Carrie Land)

b. Approve a Resolution authorizing the City Manager to execute a contract for mowing services with NTSM, LLC. (Assistant Public Works Director, Steven Smith)

The City of Anna is responsible for mowing and maintaining many areas of public right-of-way and public works facility grounds in the community. It is important to maintain a professional appearance for the public right-of-way and city properties. Contract mowing is the most cost-effective way to properly perform this work, as it requires less city staff and city owned and maintained equipment.

A RESOLUTION OF THE CITY OF ANNA, TEXAS, AWARDING A CONTRACT FOR MOWING SERVICES TO NTSM, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-SEVEN THOUSAND, TWO HUNDRED SIXTY-FIVE DOLLARS AND NINETY-TWO CENTS ($147,265.92), AND AUTHORIZING AN ADDITIONAL THIRTY-SIX THOUSAND DOLLARS ($36,000) FOR CONTINGENCY, IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

c. Approve a Resolution of the City of Anna, Texas, determining the costs of certain Authorized Improvements to be financed by the Sherley Tract Public Improvement District No. 2; approving a Preliminary Service Plan and Assessment Plan, including proposed Assessment Rolls; calling a regular meeting and noticing a Public Hearing for March 24, 2026, to consider an Ordinance Levying Assessments on property located within Improvement Area #2, Improvement area #3, and Improvement Area #4 of the Sherley Tract Public Improvement District No. 2; directing the filing of the proposed Assessment Rolls with the City Secretary to make available for public inspection; directing City staff to publish and mail notice of said Public Hearing; approving a Preliminary Limited

Offering Memorandum; and resolving other matters incident and related thereto. (Director of Public Works Joseph Cotton)

MOTION: Deputy Mayor Pro Tem Carver moved to take no action. Council Member Herndon seconded. Motion carried 7-0.

d. Approve a Resolution approving a Preliminary Limited Offering Memorandum for the sale of "City of Anna, Texas Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project)". (Director of Public Works Joseph Cotton)

RESOLUTION APPROVING A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR THE SALE OF "CITY OF ANNA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)"

7. **Items For Individual Consideration and Public Hearings.**

a. Conduct a Public Hearing regarding the creation of Liberty Hills Public Improvement District No. 1 pursuant to Section 372.009, Texas Local Government Code and Consider/Discuss/Action a Resolution approving the creation of the Liberty Hills Public Improvement District No. 1 and Ordering Public Improvements to be made for the benefit of such District; providing for a severability clause; providing an effective date; and containing other matters relating to the subject. (Director of Public Works Joseph Cotton)

The Liberty Hills Development agreement was approved by council in a prior City Council Meeting. This item is the last item required to create the Public Improvement District #1 for the Liberty Hills Project per the DA.

Mayor Cain opened the public hearing at 6:58 PM.

No comments were made.

Mayor Cain closed the public hearing at 6:58 PM.

MOTION: Council Member Singh moved to approve. Council Member Herndon seconded. Motion carried 7-0.

A RESOLUTION REGARDING THE CREATION OF THE LIBERTY HILLS PUBLIC IMPROVEMENT DISTRICT NO. 1 AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

8. **Closed Session (Exceptions).**

a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the

Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071).

b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).

c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).

d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

MOTION: Council Member Herndon moved to enter closed session. Council Member Bryan seconded. Motion carried 7–0.

Mayor Cain recessed the meeting at 6:59 PM.

Mayor Cain reconvened the meeting at 7:50 PM.

9. Consider/Discuss/Action on any items listed on any agenda - executive session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

No action taken.

10. **Adjourn.**

Mayor Cain adjourned the meeting at 7:50 PM.

APPROVED this 24th day of March 2026.

_____

Mayor Pete Cain

ATTEST:

_____

City Secretary Carrie L. Land

Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Natasha Roach

AGENDA ITEM:
Review Minutes of the February *5*, 2026, Joint Community Development Corporation and Economic Development Corporation Board Meeting. (Interim Director of Economic Development Natasha Roach)

SUMMARY:
The item is for Council to review meeting minutes from the February 5, 2026, CDC/EDC Joint Board Meeting.

FINANCIAL IMPACT:
This item has no financial impact.

BACKGROUND:
The CDC/EDC Board met on February 5, 2026, for their monthly Joint Board Meeting.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Excellent.

ATTACHMENTS:
1. February 5_2026 CDC EDC Joint Meeting Minutes (Signed)

Anna Community Development Corporation and
Anna Economic Development Corporation Meeting Minutes

Thursday, February 5, 2026 @ 6:00 PM

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a joint meeting at 6:00 PM on Thursday, February 5, 2026, at the Anna Municipal Complex in City Council Chambers, located at 120 W. 7th Street, Anna, Texas 75409.

A video recording of the open session portions of the meeting may be viewed online at the City of Anna's website: Agenda and Minutes

1. **Call to Order, Roll Call, and Establishment of Quorum.**

*The meeting was called to order by Board President Bruce Norwood at **6:00 PM.***

Members Present:
Board President Bruce Norwood
Board Vice-President Manny Singh
Board Secretary Dwyke Williams
Board Member Rocio Gonzalez
Board Member Noah Nylander
Board Member Regina Leachman
Board Member Edward Culham

Others Present:
Assistant Director Natasha Roach
Economic Development Manager Salena Tittle
City Attorney Clark McCoy
Council Member Kelly Patterson-Herndon

Absent:
Council Member Stan Carver (Council Liaison)

2. **Invocation and Pledge of Allegiance.**

Board Secretary Dwyke Williams led the Invocation and Pledge of Allegiance and the Texas Pledge.

3. **Neighbor Comments.**

Persons may address the Board of Directors on items not on the agenda; please observe the time limit of three (3) minutes. Members of the Board cannot comment on or deliberate statements of the public except as authorized by Section 551.042 of the Texas Government Code.

There were none.

4. **Consent Agenda.**

a. Approve minutes from the January 8, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (CDC)

b. Approve minutes from the January 8, 2026, Joint Community Development Corporation and Economic Development Corporation Meeting. (EDC)

Board Member Edward Culham advised staff that his attendance was not reflected in the meeting minutes.

MOTION: Board President Bruce Norwood made a motion on behalf of the CDC and EDC to approve Consent Agenda Items, 4a & 4b with the correction made to add Board Member Edward Culham to the list of members present during the January 8, 2026 meeting. Board Member Rocio Gonzalez seconded the motion. In a 7-0 vote, all were in favor. Motion passed.

5. **Individual Consideration.**

a. Consider/Discuss/Action on Resolution No. 2026-02-2 approving First Amended Ground Lease between Anna Community Development Corporation and GTP Food Group, LLC. (CDC)

MOTION: Board Member Edward Culham made a motion on behalf of the CDC to approve the First Amended Ground Lease between the CDC and GTP Food Group, LLC. Board Member Regina Leachman seconded the motion. In a 7-0 vote, all were in favor. Motion passed.

b. Consider/Discuss/Action on Resolution No. 2026-02-3 approving an updated Economic Development Incentive Policy and Incentive Request Application to establish guidelines and criteria and stimulate business and commercial activity in the City of Anna. (CDC & EDC)

MOTION: Board Member Edward Culham made a motion on behalf of the CDC & EDC to approve the updated Economic Development Incentive Policy and Incentive Request Application. Board Secretary Dwyke Williams seconded the motion. In a 7-0 vote, all were in favor. Motion passed.

6. **Manager's Report.**

a. Strategic Plan Update

Economic Development Manager, Salena Tittle, gave a brief overview of the highlights for the month of January. Those highlights included: Kickoff Meetings for Future Events, New Development Previews, Grand Openings & Ribbon Cuttings, and Partnership Events.

No Action Taken

b. Financial Report / Sales Tax Update

Economic Development Manager, Salena Tittle, presented the Board with updated information on increased sales tax & CDC sales tax for the month of November 2025, which is up approximately 14% from the previous year.

No Action Taken

c. Event Updates / Upcoming Events / Reminders

Economic Development Manager, Salena Tittle, provided a couple of reminders to the Board: the Anna Community Library Congressional Recognition on February 10th and the Greater Anna Chamber of Commerce Annual Banquet on February 28th. Mrs. Tittle also reminded the Board to like, follow, and share the EDC's social media pages in order to continue getting the most up to date information to our local businesses and neighbors.

No Action Taken

7. **Closed Session.**

MOTION: Board Member Regina Leachman made a motion to enter into closed session. Board Secretary Dwyke Williams seconded the motion. In a 7-0 vote, all were in favor. Motion passed.

The CDC/EDC Board entered into closed session at ***6:23 PM.***

a. Consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071); Grant program; Lease agreement and professional services contract. Pending Contracts.

b. Deliberate regarding the purchase, exchange, lease or value of real property. (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase.

c. Discuss or deliberate personnel matters: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or, (2) to hear a complaint or charge against an officer or employee. (Tex. Gov't Code §551.074).

d. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or, (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087); potential retail and medical projects.

8. **Reconvene into open session and take any action on closed session items.**

Board President Bruce Norwood called the CDC/EDC Board Meeting back into open session at ***7:14 PM.***

9. **Receive reports from staff or Board Members about items of community interest.**

There were none.

10. **Adjourn.**

Board President Bruce Norwood adjourned the meeting at ***7:14 PM.***

Approved on the 5th day of March, 2026.

APPROVED:

Bruce Norwood
President of CDC/EDC

ATTESTED:

Dwyke Williams
Secretary of CDC/EDC

Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Natasha Roach

AGENDA ITEM:
Approve a Resolution authorizing an amendment to the Anna Community Development Corporation 2025-2026 Fiscal Year Budget moving $4,980,437.00 from unrestricted fund balance to the land acquisition account. (Interim Director of Economic Development Natasha Roach)

SUMMARY:

The FY 2025–2026 CDC Budget, approved in July 2025, included an allocation of $525,000 for Land Acquisition.

Subsequently, the CDC was presented with an opportunity to acquire downtown property for $4,980,437.00. This amount includes the required survey, the escrow funds and the purchase price of the land. The CDC Fund Balance has sufficient funds to cover the full purchase amount.

For auditing and financial tracking purposes, the expenditure must be recorded within the Land Acquisition line-item. Although this will result in the Land Acquisition line-item appearing over budget, the overage reflects a one-time transaction funded through the CDC's existing Fund Balance rather than an operating budget shortfall.

FINANCIAL IMPACT:

The land acquisition in the amount of $4,980,437.00 will be funded entirely from the CDC's existing fund balance. No additional debt will be incurred, and no operating revenues will be used to finance this purchase. As a result of this transaction, the CDC's fund balance will decrease by $4,980,437.00.

BACKGROUND:
The CDC Board of Directors approved a Resolution at the CDC/EDC Joint Board Meeting that was held March 5, 2026, approving an amendment to the 2025-2026 FY CDC Budget.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Excellent.

ATTACHMENTS:

1. Council Resolution - CDC 25-26 Fiscal Year Budget Amendment
2. Exhibit A - CDC Budget Amendment
3. Exhibit B CDC Fund Summary

CITY OF ANNA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING AND AUTHORIZING AN AMENDMENT TO THE 2025-2026 FISCAL YEAR BUDGET OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION TO MOVE UNRESTRICTED FUND BALANCE TO THE LAND ACQUISITION ACCOUNT IN AN AMOUNT NOT TO EXCEED $4,980,437.00 FOR PROJECT PURPOSES

WHEREAS, the City Council of the City of Anna, Texas ("the City Council") recognizes that on March 5, 2026, the Anna Community Development Corporation ("CDC") passed a resolution adopting an amendment to the 2025-2026 fiscal year Anna Community Development Corporation budget; and

WHEREAS, the City Council has determined that said CDC budget amendment should be approved; and

WHEREAS, the City Council has determined that additional funds are needed in the land acquisition line-item (890-825-69310);

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

Section 1. **Recitals Incorporated**

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. **CDC Amended 2025-2026 Fiscal Year Budget Approved**

The City Council hereby approves the Anna Community Development Corporation 2025-2026 fiscal year budget amendment as approved by the CDC on March 5, 2026.

PASSED by the City Council of the City of Anna, Texas, on this 24th day of March 2026.

APPROVED:	ATTEST:
_____	_____
Mayor, Pete Cain	City Secretary, Carrie Land

EXHIBIT A

Anna, Texas

Budget Listing

For Fiscal: 2025-2026 Period Ending: 10/31/2025

Account Number	Account Name	2025-2026 PB 2025-2026
Fund: 890 - Community Development Corporation		
Department: 825 - Community Development Corporation		
890-825-61010	Salaries	366,795.00
890-825-61110	Payroll Taxes-City Part FICA	28,060.00
890-825-61210	Health Insurance	33,000.00
890-825-61220	TMRS Retirement	53,955.00
890-825-61230	Unemployment	440
890-825-61240	Worker's Compensation	7,000.00
890-825-62011	Office Supplies	4,000.00

Budget Detail					
Budget Code	**Description**	**Units**	**Price**	**Amount**	**Amended**
PB 2025-2026	basic needs	1	4,000.00	4,000.00	

890-825-62012	Other Supplies - Misc.	9,000.00

Budget Detail				
Budget Code	**Description**	**Units**	**Price**	**Amount**
PB 2025-2026	meals, meetings supplies, or other administrative	1	9,000.00	9,000.00

890-825-62210	Postage	400

Budget Detail				
Budget Code	**Description**	**Units**	**Price**	**Amount**
PB 2025-2026	mailing bills, etc	1	400.00	400.00

890-825-62310	Clothing Supplies	4,500.00

Budget Detail				
Budget Code	**Description**	**Units**	**Price**	**Amount**
PB 2025-2026	new logo, new councilmembers, new board members	1	4,500.00	4,500.00

890-825-62910	IT Supplies	4,500.00
890-825-67000	Contract Services	190,700.00

Budget Detail				
Budget Code	**Description**	**Units**	**Price**	**Amount**
PB 2025-2026	Costar	1	6,500.00	6,500.00
PB 2025-2026	Downtown Lawn Care	1	12,000.00	12,000.00
PB 2025-2026	Eisenburg Marketing and Branding Plan	1	65,000.00	65,000.00
PB 2025-2026	GISWebtech	1	6,000.00	6,000.00
PB 2025-2026	Impact Data Source	1	6,500.00	6,500.00
PB 2025-2026	Interurban Pedestrian Corridor Project	1	52,000.00	52,000.00
PB 2025-2026	Residential Strategies	1	3,500.00	3,500.00
PB 2025-2026	Resimplifi Real Estate Data	1	5,200.00	5,200.00
PB 2025-2026	Retail Coach	1	25,000.00	25,000.00
PB 2025-2026	Tax software	1	5,000.00	5,000.00
PB 2025-2026	Web Hosting	1	4,000.00	4,000.00

890-825-67016	Promotion Expense	303,000.00

Budget Detail				
Budget Code	**Description**	**Units**	**Price**	**Amount**
PB 2025-2026	BRE Program	1	5,000.00	5,000.00
PB 2025-2026	Chamber Event Sponsorship	1	8,000.00	8,000.00
PB 2025-2026	Development Forum Event	1	5,000.00	5,000.00
PB 2025-2026	Marketing Plan Implementation - digital, social, p	1	285,000.00	285,000.00

890-825-67019	Legal Expense	25,000.00
890-825-67020	Audit/Accounting Expense	7,500.00

Budget Listing **For Fiscal: 2025-2026 Period Ending: 10/31/2025**

Account Number	Account Name	2025-2026 PB 2025-2026				
Budget Detail						**Amended**
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	CPA services - audit, 990, 1099s		1	7,500.00	7,500.00	
890-825-67031	Public Notices - Advertising	500				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	publish notices		1	500.00	500.00	
890-825-67053	Economic Development Grant Expense	1,110,000.00				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	CDC grant to EDC		1	60,000.00	60,000.00	
PB 2025-2026	Chief Partners Sales Tax Incentive Phase I		1	250,000.00	250,000.00	
PB 2025-2026	Chief Partners Sales Tax Incentive Phase II		1	50,000.00	50,000.00	
PB 2025-2026	Other Targeted Area Economic Development Grants		1	600,000.00	600,000.00	
PB 2025-2026	TDA Downtown Revitalization Grant/CDF Match Grant		2	75,000.00	150,000.00	
890-825-67058	Insurance - Property & Liability	800				
890-825-67061	Dues, Publications & Licenses	17,665.00				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	Anna Chamber of Commerce Membership		1	3,000.00	3,000.00	
PB 2025-2026	APA Membership (ST)		1	450.00	450.00	
PB 2025-2026	Brew City, Texas Annual Membership		1	350.00	350.00	
PB 2025-2026	Canva (Newsletter)		1	250.00	250.00	
PB 2025-2026	Dallas Morning News		1	200.00	200.00	
PB 2025-2026	DBJ		1	350.00	350.00	
PB 2025-2026	ICMA/TCMA		1	600.00	600.00	
PB 2025-2026	ICSC		10	245.00	2,450.00	
PB 2025-2026	IEDC		3	455.00	1,365.00	
PB 2025-2026	Jasper Software		1	800.00	800.00	
PB 2025-2026	Mailchimp (Newsletter)		1	600.00	600.00	
PB 2025-2026	TEDC		3	550.00	1,650.00	
PB 2025-2026	Texas Downtown Association		1	600.00	600.00	
PB 2025-2026	TxEDC		1	5,000.00	5,000.00	
890-825-67200	Travel/Training Expense	60,975.00				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	Area Development Womens Conference (Nat)		1	2,800.00	2,800.00	
PB 2025-2026	Bisnow Event Registrations		1	1,000.00	1,000.00	
PB 2025-2026	Collin County Summit Sponsrship		1	7,500.00	7,500.00	
PB 2025-2026	DFW Marketing Team Trips		1	2,500.00	2,500.00	
PB 2025-2026	International Council of Shopping Centers Annual C		1	15,000.00	15,000.00	
PB 2025-2026	International Council Shopping Centers Texas		1	7,000.00	7,000.00	
PB 2025-2026	International Economic Development Council Annual		2	1,250.00	2,500.00	
PB 2025-2026	Official Austin Visits Government Outreach		1	2,500.00	2,500.00	
PB 2025-2026	OU EDI Courses for (ST)		1	7,000.00	7,000.00	
PB 2025-2026	Quartly Legislative Initiatives		1	6,000.00	6,000.00	
PB 2025-2026	TEDC Sales Tax Workshop		3	225.00	675.00	
PB 2025-2026	Texas Economic Development Council Annual Conferen		2	2,000.00	4,000.00	
PB 2025-2026	Urban Land Inst		1	2,500.00	2,500.00	
890-825-67790	Interest Expense	271,412.00				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	Lamar Bank August Payment		1	25,141.00	25,141.00	
PB 2025-2026	Lamar Bank May Payment		1	24,867.00	24,867.00	

Account Number	Account Name	2025-2026 PB 2025-2026				Amended
PB 2025-2026	Lamar Bank November Payment		1	26,785.00	26,785.00	
PB 2025-2026	Sales Tax Revenue Bonds, Series 2012-B Aug Payment		1	13,398.00	13,398.00	
PB 2025-2026	Sales Tax Revenue Bonds, Series 2012-B Feb Payment		1	15,092.00	15,092.00	
PB 2025-2026	Sales Tax Revenue Bonds, Series 2016 Aug Payment		1	28,000.00	28,000.00	
PB 2025-2026	Sales Tax Revenue Bonds, Series 2016 Feb Payment		1	28,205.00	28,205.00	
PB 2025-2026	Southside Banc Shares April Payment		1	27,331.00	27,331.00	
PB 2025-2026	Southside Banc Shares July Payment		1	27,020.00	27,020.00	
PB 2025-2026	Southside Bancshares Jan Payment		1	27,636.00	27,636.00	
PB 2025-2026	Southside Bancshares Oct Payment		1	27,937.00	27,937.00	
890-825-69310	Land Acquisition	525,000.00				4,980,437.00
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026			0	0	525,000.00	
	Purchase of 699 S Powell St		1	4,980,437.00		4,455,437.00
890-825-71090	Debt Service - Principal	367,329.00				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	Lamar National Bank August Payment		1	39,810.00	39,810.00	
PB 2025-2026	Lamar National Bank February Payment		1	38,703.00	38,703.00	
PB 2025-2026	Lamar National Bank May Payment		1	40,085.00	40,085.00	
PB 2025-2026	Lamar National Bank November Payment		1	38,166.00	38,166.00	
PB 2025-2026	Sales Tax Revenue Bonds Series 2012-B		1	110,000.00	110,000.00	
PB 2025-2026	Sales Tax Revenue Bonds, Series 2016		1	25,000.00	25,000.00	
PB 2025-2026	Southside Bancshares April Payment		1	19,042.00	19,042.00	
PB 2025-2026	Southside Bancshares January Payment		1	18,736.00	18,736.00	
PB 2025-2026	Southside Bancshares July Payment		1	19,352.00	19,352.00	
PB 2025-2026	Southside Bancshares October Payment		1	18,435.00	18,435.00	
Total Department: 825 - Community Development Corporation:		**3,391,531.00**				**7,846,968.00**
Total Fund: 890 - Community Development Corporation:		**3,391,531.00**				**7,846,968.00**
Report Total:		**3,391,531.00**				**7,846,968.00**

Exhibit B

CITY OF ANNA
COMMUNITY DEVELOPMENT CORPORATION

	Actual 2024-25	Budget 2025-26	Revised 2025-26
BEGINNING BALANCES	$ 8,233,583	$ 7,829,442	$ 10,349,067
REVENUES:			
Property Taxes	$ -	$ -	$ -
Sales Tax	3,979,602	3,620,000	3,620,000
Franchise and Local Taxes	-	-	-
Charges for Services	16,950	-	-
Fines	-	-	-
Permits, Licenses and Fees	-	-	-
Intergovernmental	-	-	-
Investment Income	596,857	40,000	40,000
Other Revenues	27	-	-
TOTAL OPERATIONAL REVENUE	$ 4,593,436	$ 3,660,000	$ 3,660,000
Transfers from other funds	-	-	-
TOTAL REVENUES	$ 4,593,436	$ 3,660,000	$ 3,660,000
TOTAL AVAILABLE RESOURCES	$ 12,827,019	$ 11,489,442	$ 14,009,067
EXPENDITURES:			
Payroll	$ 558,844	$ 551,767	$ 551,767
Supplies	7,557	22,400	22,400
Maintenance	-	-	-
Services	766,739	1,716,140	1,716,140
Debt Service	940,657	638,741	638,741
Capital Outlay	-	-	-
Capital Improvement	204,154	525,000	5,505,437
TOTAL OPERATIONAL EXPENDITURES	$ 2,477,952	$ 3,454,048	$ 8,434,485
Transfers to other funds	-	-	-
TOTAL EXPENDITURES	$ 2,477,952	$ 3,454,048	$ 8,434,485
ENDING FUND BALANCES	$ 10,349,067	$ 8,035,394	$ 5,574,582

Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Natasha Roach

AGENDA ITEM:

Approve a Resolution authorizing an amendment to the Anna Economic Development Corporation 2025-2026 Fiscal Year Budget moving $2,053,129.00 from unrestricted fund balance to the land acquisition account. (Interim Director of Economic Development Natasha Roach)

SUMMARY:

The FY 2025–2026 EDC Budget, approved in July 2025, did not include funds allocated to the Land Acquisition line-item.

Subsequently, the EDC was presented with an opportunity to acquire downtown property for $2,053,129.00. This amount includes the required survey, the escrow funds and the purchase price of the land. The EDC Fund Balance has sufficient funds to cover the full purchase amount.

For auditing and financial tracking purposes, the expenditure must be recorded within the Land Acquisition line-item. Although this will result in the Land Acquisition line-item appearing over budget, the overage reflects a one-time transaction funded through the EDC's existing fund balance rather than an operating budget shortfall.

FINANCIAL IMPACT:

The acquisition in the amount of $2,053,129.00 will be funded entirely from the EDC's existing fund balance. No additional debt will be incurred, and no operating revenues will be used to finance this purchase. As a result of this transaction, the EDC's fund balance will decrease by $2,053,129.00.

BACKGROUND:

The EDC Board of Directors approved a Resolution at the CDC/EDC Joint Board Meeting that was held March 5, 2026, approving an amendment to the 2025-2026 FY EDC Budget.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Excellent.

ATTACHMENTS:

1. Council Resolution - EDC 25-26 Fiscal Year Budget Amendment
2. Exhibit A - EDC Budget Amendment

3. Exhibit B EDC Fund Summary

CITY OF ANNA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING AND AUTHORIZING AN AMENDMENT TO THE 2025-2026 FISCAL YEAR BUDGET OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION TO MOVE UNRESTRICTED FUND BALANCE TO THE LAND ACQUISITION ACCOUNT IN AN AMOUNT NOT TO EXCEED $2,053,129.00 FOR PROJECT PURPOSES

WHEREAS, the City Council of the City of Anna, Texas ("the City Council") recognizes that on March 5, 2026, the Anna Economic Development Corporation ("EDC") passed a resolution adopting an amendment to the 2025-2026 fiscal year Anna Economic Development Corporation budget; and

WHEREAS, the City Council has determined that said EDC budget amendment should be approved; and

WHEREAS, the City Council has determined that additional funds are needed in the land acquisitions line item (892-825-69310);

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

Section 1. **Recitals Incorporated**

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. **EDC Amended 2025-2026 Fiscal Year Budget Approved**

The City Council hereby approves the Anna Economic Development Corporation 2025-2026 fiscal year budget amendment as approved by the EDC on March 5, 2026.

PASSED by the City Council of the City of Anna, Texas, on this 24th day of March 2026.

APPROVED:

_____
Mayor, Pete Cain

ATTEST:

_____
City Secretary, Carrie Land

EXHIBIT A

Budget Listing

Anna, Texas

For Fiscal: 2025-2026 Period Ending: 10/31/2025

Account Number	Account Name	2025-2026 PB 2025-2026				
Fund: 892 - Economic Development Corporation						
Department: 825 - Community Development Corporation						
892-825-62012	Other Supplies - Misc.	0				
892-825-62210	Postage	0				
892-825-63012	Maint. & Repair - Buildings	50,000.00				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	**Amended**
PB 2025-2026	Maintenance/Repairs -312 N. Powell/101 S. Powell		1	50,000.00	50,000.00	
892-825-66010	Electricity	5,000.00				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	Based on three year history		1	5,000.00	5,000.00	
892-825-66020	Gas - Natural/Propane	1,500.00				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	Based on three year history		1	1,500.00	1,500.00	
892-825-66030	City Utilities Water/Sewer/Trash	0				
892-825-66040	Telecom	1,800.00				
892-825-67000	Contract Services	41,500.00				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	Printing		1	1,500.00	1,500.00	
PB 2025-2026	Professional Services (target industry analysis)		1	40,000.00	40,000.00	
892-825-67008	IT Support Services	0				
892-825-67016	Promotion Expense	0				
892-825-67019	Legal Expense	20,000.00				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	legal fees		1	20,000.00	20,000.00	
892-825-67020	Audit/Accounting Expense	5,000.00				
Budget Detail						
Budget Code	**Description**		**Units**	**Price**	**Amount**	
PB 2025-2026	CPA Services - Audit, 1099 form 990		1	5,000.00	5,000.00	
892-825-67053	Economic Development Grant Expense	400,000.00				
892-825-67058	Insurance - Property & Liability	0				
892-825-67130	Professional Services Non Contract	0				
892-825-67200	Travel/Training Expense	0				
892-825-67999	Other Services - Misc.	0				
892-825-68910	Depreciation Expense	0				
892-825-69010	Construction	0				
892-825-69310	Land Acquisition	0				2,053,129.00
	Purchase of 504 N Powell		1	2,053,129.00		
892-825-69410	Capital Expenditures	0				
892-825-98100	Transfers Out	0				
	Total Department: 825 - Community Development Corporation:	**524,800.00**				**2,577,929.00**
	Total Fund: 892 - Economic Development Corporation:	**524,800.00**				**2,577,929.00**
	Report Total:	**524,800.00**			**Amended Total**	**2,577,929.00**

Exhibit B

CITY OF ANNA
ECONOMIC DEVELOPMENT CORPORATION

	Actual 2024-25	Budget 2025-26	Revised 2025-26
BEGINNING BALANCES	$ 6,328,081	$ 6,031,401	$ 6,662,642
REVENUES:			
Property Taxes	$ -	$ -	$ -
Sales Tax	-	-	-
Franchise and Local Taxes	-	-	-
Charges for Services	86,820	-	-
Fines	-	-	-
Permits, Licenses and Fees	-	-	-
Intergovernmental	-	-	-
Investment Income	299,209	150,000	150,000
Other Revenues	-	-	-
TOTAL OPERATIONAL REVENUE	$ 386,029	$ 150,000	$ 150,000
Transfers from other funds	-	-	-
TOTAL REVENUES	$ 386,029	$ 150,000	$ 150,000
TOTAL AVAILABLE RESOURCES	$ 6,714,110	$ 6,181,401	$ 6,812,642
EXPENDITURES:			
Payroll	$ -	$ -	$ -
Supplies	-	-	-
Maintenance	-	50,000	50,000
Services	18,737	474,800	474,800
Debt Service	-	-	-
Capital Outlay	32,731	-	-
Capital Improvement	-	-	2,053,129
TOTAL OPERATIONAL EXPENDITURES	$ 51,468	$ 524,800	$ 2,577,929
Transfers to other funds	-	-	-
TOTAL EXPENDITURES	$ 51,468	$ 524,800	$ 2,577,929
ENDING FUND BALANCES	$ 6,662,642	$ 5,656,601	$ 4,234,713

Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Kaleb Kentner

AGENDA ITEM:
Approve a Parking Reduction request for Anna Skilled Nursing Center, Block A, Lot 1. (SP 26-0003)(Director of Development Services Kaleb Kentner)

SUMMARY:
The applicant is requesting to reduce the parking from 126 required spaces to 99 spaces as shown on their site plan.

The Planning & Zoning Commission recommended approval of the preliminary site plan showing the reduced parking.

FINANCIAL IMPACT:
This item has no financial impact.

BACKGROUND:
Article 9.04 (Zoning Ordinance) establishes the requirement for a minimum number of off-street parking spaces based on the land use of the subject property. The skilled nursing development is most similar to the Assisted Living Facility land use, which requires 2.5 parking spaces per 1,000 gross square feet of the building. A 207,601 square foot building requires 126 parking spaces (including ADA spaces).

Applicants have the ability to request staff approval of a reduction of required parking in certain circumstances. Although the applicant has the potential for a joint parking facility on one of the other lots, at this time they do not meet the criteria for a staff-approved reduction. As stated in Sec. 9.04.043 (Parking):

> *The City Council may reduce parking if the applicant can clearly demonstrate that the required parking provisions create unnecessary hardship due to the particular nature or conditions of the proposed use.*

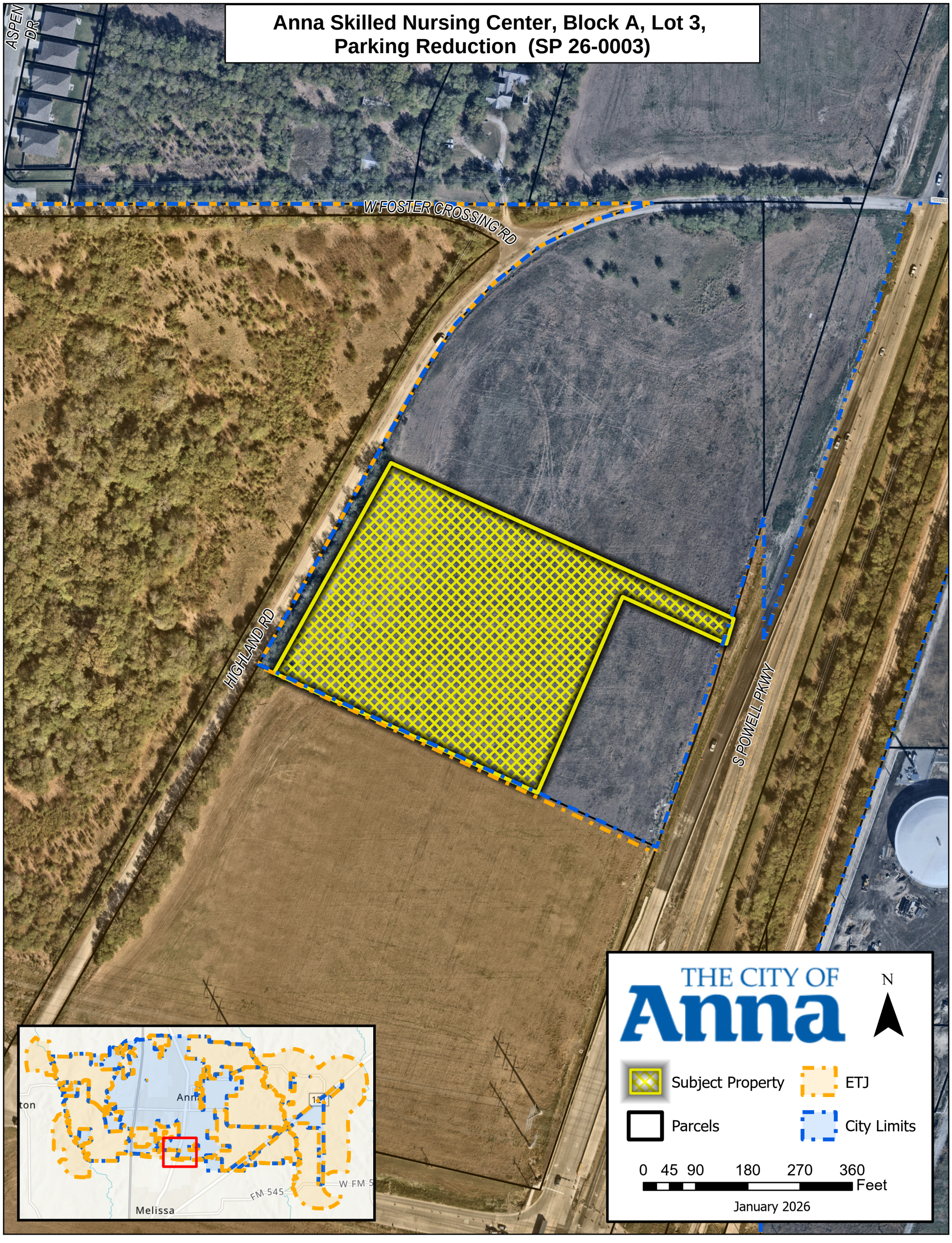
The applicant has expressed that skilled nursing is different from an assisted living facility and should have a lower parking requirement. The Site Plan (Exhibit A) conforms to the Preliminary Site Plan that was approved by the Planning & Zoning Commission. The applicant's consultants have provided a Parking Demand calculation (Exhibit B).

STRATEGIC CONNECTIONS:
This item has no strategic connection.

ATTACHMENTS:

1. Anna Skilled Nursing Parking - Plat Locator Map
2. Exhibit A (Site Plan) - Anna Skilled Nursing (SP 26-0003)
3. Exhibit B (Parking Demand) - Anna Skilled Nursing (SP 26-0003)
4. Anna Parking Variance Request 3-12-26

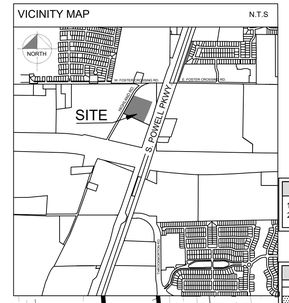
Anna Skilled Nursing Center, Block A, Lot 3, Parking Reduction (SP 26-0003)



Water Meter Schedule			
TYPE	SIZE	NO.	NOTE
DOM.	3"	1	PROP.

Site Data Summary Table	
Item	
General Site Data	
Zoning	C-1
Land Use	Skilled Nursing
Lot Area (square feet)	207,601
Lot Area (acres)	4.766
Building Footprint Area (square feet)	50,336
Total Building Area (square feet)	50,336
Lot Coverage (percent - x.xx%)	24.25%
Bed Units	
# Standard bedrooms	65
# Accessible bedrooms	35
Total Unit Count	100
C-1 Parking Requirements	
Required Parking (# spaces) (2.5 spaces / 1,000 SQ.Ft.)	126
Total Provided Parking (# spaces)	99
Accessible Parking Required (# spaces)	4
Accessible Parking Provided (# spaces)	5

VICINITY MAP N.T.S



NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
1" = 40' ON A 24" X 36" SHEET

NOTES
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE 3' UNLESS DIMENSIONED OTHERWISE.

LEGEND

FL FL	CONCRETE FIRELANE
744	EXISTING CONTOUR
744	PROPOSED CONTOURS
	PROPERTY LINE
	PROPOSED CURB
GAS GAS	PROPOSED GASLINE
SS SS	PROPOSED SANITARY SEWER
W W	PROPOSED WATER LINE
(1)	PARKING STALL COUNT
	PROPOSED FIRE DEPARTMENT CONNECTION
	PROPOSED FIRE HYDRANT
	PROPOSED WATER METER
GI	PROPOSED GRATE INLET
CI	PROPOSED CURB INLET
	PROPOSED ROW PAVING (PER CITY OF ANNA STANDARDS)

CAUTION!!
EXISTING UNDERGROUND UTILITIES IN THE AREA CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

NTMWD UTILITIES LOCATED BY NTMWD NOT 811

BENCHMARKS

BM#400
MAG NAIL W/WASHER STAMPED SCI BM SET ± 914' NORTH OF INTERSECTION OF WEST OUTER LOOP ROAD WITH CR 365 - HIGHLAND ROAD AND 10' EAST OF CENTERLINE OF CR 365 - HIGHLAND ROAD
ELEV. = 704.80

BM#401
MAG NAIL W/WASHER STAMPED SCI BM SET ± 228' SOUTH OF INTERSECTION OF FOSTER CROSSING ROAD WITH CR 365 - HIGHLAND ROAD AND 10' EAST OF CENTERLINE OF CR 365 - HIGHLAND ROAD
ELEV=711.74

BM#402
MAG NAIL W/WASHER STAMPED SCI BM SET ± 253' WEST OF INTERSECTION OF STATE HIGHWAY NO. 5 WITH CR 365 - HIGHLAND ROAD AND 10' NORTH OF CENTERLINE OF CR 365 - HIGHLAND ROAD
ELEV=711.17

CITY PROJECT NUMBER: SP 26-0003

SITE PLAN
ANNA SKILLED NURSING
LOT 3, BLOCK A
4.7659 ACRES
D.E.W BABB SURVEY, ABSTRACT NO. 33
CITY OF ANNA, COLLIN COUNTY, TEXAS
DATE: FEBRUARY 25, 2026

DEVELOPER:
Anna Redevelopment LLC, LP
4809 Cole Ave. Suite 347
Dallas, Texas 75205-3552
Tel:
Contact: Shane Lewis
Email: Slewis@fsch.com

ENGINEER/SURVEYOR:
Kimley»Horn
2500 Pacific Ave, Suite 1100
Dallas, TX 75226
Tel: (972) 587-0824
Contact: Ashley Johnson, P.E.

Know what's below. Call before you dig.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2026 KIMLEY-HORN AND ASSOCIATES, INC.
2500 PACIFIC AVENUE, STE 1100
DALLAS, TEXAS 75226
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM FIRM NO. F-928

DRAWING RELEASED FOR REVIEW
FOR REVIEW ONLY
Prepared for Concept Plan submittal
Not for construction purposes or permits.
Kimley»Horn
Engineer ASHLEY JOHNSON, P.E.
P.E. No. 143286 Date FEB. 2026

KHA PROJECT	064510605
DATE	FEBRUARY 2026
SCALE	AS SHOWN
DESIGNED BY	LL
DRAWN BY	IO
CHECKED BY	AMJ

SITE PLAN

POWELL PARKWAY MEDICAL LODGE
ANNA TEXAS

SHEET NUMBER
C-103

Plotted By:Long, Lauren Sheet Set:Anna Skilled Nursery Layout:SP February 25, 2026 08:12:39am K:\DTD_Civil\064510605-Anna Skilled Nursing\Cad\ViewSheets\C-Site.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, inc

Powell Parkway Medical Lodge

Parking Demand

Actual Use Count

Time of day

	Midnight	5:30 AM	6:00 AM	7:30 AM	8:00 AM	9:00 AM	Noon	1:00 PM	1:30 PM	2:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	9:30 PM	10:00 PM
Shift staff (morning)		18	18	18	18	18	18	18	18	18						
Shift staff (evening)									20	20	20	20	20	20	20	20
Shift staff (night)	6	6	6												6	6
Normal Day staff				36	36	36	36	36	36	36	36	36				
Visitor cars			22	22	22	22	22	22	22	22	22	22	22	22	22	22
Total	**6**	**24**	**46**	**76**	**76**	**76**	**76**	**76**	**96**	**96**	**78**	**78**	**42**	**42**	**48**	**48**

Morning shift - 6 am to 2 pm	18 employees	Assumes employees begin arriving 30 minutes before their shift
Evening shift - 2 pm to 10 pm	20 employees	
Mid shift - 10 pm to 6 am	6 employees	
Day staffers - 8 am to 5 pm	36 employees	
Visitors - 9 am to 7 pm	22 visitor cars	Assume a peak of 1 visitor vehicle per 6 residents per hour

Max Peak parking count: 96

Parking Spaces provided: 100

SMITHERS
MERCHANT BUILDERS, LP

21726 Hardy Oak
San Antonio, Texas 78258
210-479-2500
210-479-2507 Fax
www.smithersconstruction.com

March 12, 2026

Lauren Mecke
Planning Manager, City of Anna
120 W. 7th St.
Anna, TX 75409

Re: Powell Parkway Medical Lodge
Parking Space variance request

Dear Ms. Mecke,

I would like to request a variance to the parking space requirement for the Powell Parkway Medical Lodge. The City's current requirement is based on the broad land use for Assisted Living Facility, which generally refers to residential housing for seniors who may need limited assistance. The proposed facility will be a Skilled Nursing Facility (SNF) which refers to providing 24/7 intensive rehabilitation and medical care.

An assisted living facility may have residents that are fully functional and able to drive their own vehicle, a SNF resident does not. The number of parking spaces required by the SNF residents is zero, therefore the parking requirements are typically based on staff and visitors. I have included a summary table accounting for the facility staff and expected visitors which supports a lower parking space need than that which is required by your zoning ordinance.

The attached table is broken down into major vehicle users:
36 Support Staff – M-F 8-5
18 Morning Shift Staff – daily 6am to 2 pm
20 Evening Shift Staff – daily 2pm to 10pm
6 Night Shift Staff – daily 10pm to 6am
22 Visitors (peak assumes 1 visitor per 6 residents each hour)

Each shift staff will arrive early therefore I have included an overlap at shift change where both shifts are present. Visitors can include resident's visitors, doctors, or others.

I have also included the parking space requirement from six cities across Texas which specify nursing homes for reference.

Since the City of Anna does not have a parking space requirement for nursing facility, I am requesting the Director grant a variance in accordance with Article 9.04.043 (f)(1) and supported by Article 9.04.043 (g)(1)(A).

Sincerely,

Frederick J McNealy, PE
Design Manager

Powell Parkway Medical Lodge

Parking Demand

Actual Use Count

	Time of day															
	Midnight	5:30 AM	6:00 AM	7:30 AM	8:00 AM	9:00 AM	Noon	1:00 PM	1:30 PM	2:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	9:30 PM	10:00 PM
Shift staff (morning)		18	18	18	18	18	18	18	18	18						
Shift staff (evening)									20	20	20	20	20	20	20	20
Shift staff (night)	6	6	6												6	6
Normal Day staff				36	36	36	36	36	36	36	36	36				
Visitor cars			22	22	22	22	22	22	22	22	22	22	22	22	22	22
Total	**6**	**24**	**46**	**76**	**76**	**76**	**76**	**76**	**96**	**96**	**78**	**78**	**42**	**42**	**48**	**48**

Morning shift - 6 am to 2 pm	18 employees
Evening shift - 2 pm to 10 pm	20 employees
Mid shift - 10 pm to 6 am	6 employees
Day staffers - 8 am to 5 pm	36 employees
Visitors - 9 am to 7 pm	22 visitor cars

Assumes employees begin arriving 30 minutes before their shift

Assume a peak of 1 visitor vehicle per 6 residents per hour

Max Peak parking count: 96

Parking Spaces provided: 100

Parking Requirements

San Antonio Parking Requirements

Search:

PERMITTED USE	MINIMUM VEHICLE SPACES	MAXIMUM VEHICLE SPACES
MEDICAL - optometry office	1 per 400 sf GFA	1 per 100 sf GFA
MORTUARY - embalming and preparation only	1 per 400 sf GFA	1 per 100 sf GFA
MOVIE RENTALS	1 per 300 sf GFA	1 per 200 sf GFA
NURSING FACILITY	0.3 per bed	1 per bed
Office Call Center, Office Data Processing & Management, Record Storage Facility	1 parking space per 300 sf of GFA of office space plus 1 space for every 5,000 sf of GFA dedicated to storage or data equipment	1 parking space per 140 sf of GFA of office space plus 2 spaces for every 5,000 sf of GFA dedicated to storage or data equipment
PALM READING	1 per 300 sf GFA	1 per 200 sf GFA
PAWN SHOP	1 per 300 sf GFA	1 per 150 sf GFA
PICTURE FRAMING	1 per 300 sf GFA	1 per 200 sf GFA
POST OFFICE	1 per employee	N/A
PROFESSIONAL OFFICE	1 per 300 sf GFA	1 per 140 sf GFA

fraction thereof.

(b) *Required off-street parking.*

(1) *Minimum parking requirements.* The following table establishes the minimum parking requirements for uses located in residential zoned property or within 250 feet of one- or two-family zoned property. This regulation shall not include properties adjacent to one- or two-family districts that are used as utilities, waterways, railroad right-of-way or other nonresidential public use. When a property zoned and used for one- or two-family residential purposes is located within 250 feet but is separated by one of the above uses, parking is not required only if access is not possible to the residential area. For all other uses, no minimum parking spaces shall be required.

(2) *Maximum parking requirements.* The maximum number of parking spaces shall not exceed 125% of the minimum parking requirement for all uses listed in the table set out below. Parking in excess of the maximum shall be allowed by meeting the requirement of one tree above the minimum required under Chapter 6, Article 3, for every additional ten parking spaces beginning with the first additional parking space and for each ten spaces thereafter.

Use	Requirement
Fraternity, sorority	1 space per 2 residents
Hospital	1 space per bed for patients/visitors/doctors plus 1 space per 4 nurses/other employees
Medical clinic, health services facility, assisted living facility	1 space per doctor plus 1 space per 4 employees plus 4 spaces per 1,000 square feet of gross floor area
Nursing home or medical care facility	1 space per 4 beds for visitors/doctors plus 1 space per 4 nurses/other employees
Place of worship	1 space per 4 seats in sanctuary or worship area in residential districts 1 space per 5 seats in sanctuary or worship area in nonresidential and mixed-use districts
School, elementary and junior high (public or private)	2.5 spaces per classroom

Houston

Sec. 26-492. Parking spaces for certain types of use classifications.

The construction of a building or alteration of a building or tract for any of the following types of use classifications shall provide the required number of parking spaces, or the incremental increase in the number of parking spaces in the case of an alteration, as shown below for that use classification.

Use Classification		Required Number of Parking Spaces
Class 1. Office:		
a.	Office	2.5 parking spaces for every 1,000 square feet of GFA or 2.75 parking spaces for every 1,000 square feet of UFA
b.	Financial facility	4.0 parking spaces for every 1,000 square feet of GFA
Class 2. Residential:		
a.	Apartment	1.250 parking spaces for each efficiency dwelling unit
		1.333 parking spaces for each one-bedroom dwelling unit
		1.666 parking spaces for each two-bedroom dwelling unit
		2.0 parking spaces for each dwelling unit with 3 or more bedrooms
b.	Single-family residential or manufactured home	2.0 parking spaces for each dwelling unit, except that a secondary dwelling unit not larger than 900 square feet of GFA shall provide 1.0 parking space
c.	Special residential	0.3 parking spaces per sleeping room, plus 1.0 parking space per employee on largest shift
d.	Retirement community (with kitchen facilities)	0.75 parking spaces per dwelling unit, plus 1.0 space per employee on the largest shift
e.	Retirement community (without kitchen facilities)	1.0 parking space for every 6 beds, plus 1.0 parking space per employee on largest shift
f.	Hotel or motel	1.0 parking space for each sleeping room up and including 250 rooms;
		0.75 parking spaces for each sleeping room from 251 rooms to 500 rooms;
		0.50 parking spaces for each sleeping room in excess of 500 rooms
Class 3. Health Care Facilities:		
a.	Hospital	2.2 parking spaces for each bed
b.	Psychiatric hospital	1.0 parking space for every 4 beds and 1.0 parking space for every 4 employees
c.	Clinic (medical complex)	2.7 parking spaces for every 1,000 square feet of GFA
d.	Clinic (medical or dental)	3.5 parking spaces for every 1,000 square feet of GFA
e.	Nursing home	1.0 parking space for every 3 beds and 1.0 parking space for every 4 employees
f.	Funeral home or mortuary	0.5 parking spaces for every chapel seat
g.	Veterinary clinic	5.0 parking spaces for every 1,000 square feet of UFA

El Paso

6.03	Convalescent home	1/4.3 patient unit	1/3 patient unit	NOTE 3	1/100,000 sf GFA	Not Allowed	21. C
6.04	Drug store	1/360 sf GFA	1/250 sf GFA	NOTE 3	Over 25,000 sf GFA = one	Not Allowed	21. C
6.05	Hospital	1/576 sf GFA	1/400 sf GFA	NOTE 3	1/50,000 sf GFA	Not Allowed	21. C
6.06	Intermediate care facility (elderly)	1/4.3 patient unit	1/3 patient unit	NOTE 3	1/100,000 sf GFA	Not Allowed	21. C
6.07	Medical laboratory	1/576 sf GFA	1/400 sf GFA	NOTE 3	1/100,000 sf GFA	Not Allowed	21. C
6.08	Medical treatment facility	1/576 sf GFA	1/400 sf GFA	NOTE 3	1/100,000 sf GFA	Not Allowed	21. C
6.09	Nursing home	1/4.3 patient unit	1/3 patient unit	NOTE 3	1/100,000 sf GFA	Not Allowed	21. C

Dallas

SEC. 51P-311.109. OFF-STREET PARKING.

Off-street parking must be provided in accordance with the following table:

Use	Number of Off-street Parking Spaces Required
Accessory community center	One parking space per 200 square feet of floor area
Adult day care facility	One parking space per 500 square feet of floor area
Convalescent and nursing homes, hospice care, and related institutions	One parking space per six beds
Office	One parking space per 333 square feet of floor area
Medical clinic or ambulatory surgical center	One parking space per 200 square feet of floor area
Retirement housing	One parking space per dwelling unit or suite

(Ord. Nos. 20306; 25850; 25999)

Austin

Exhibit "A"

Administrative services	1 space for each 275 sq. ft.	Schedule C
Adult care services (commercial, general, or limited)	1 space for each employee	Schedule B
Aviation facilities Camp Cemetery	Schedule B	Schedule B
Club or lodge	1 space for each 5 persons capacity	Schedule B
College and university facilities		Schedule B
• Dorm or other residence	1 space for each 2 residents	
• Gymnasium or classroom	1 space for each 500 sq. ft.	
• Administrative or office	1 space for each 275 sq. ft.	
Communication service facilities	Schedule A	Schedule C
Community events Community recreation (private or public)	Schedule B	Schedule B
Congregate living Convalescent services	1 space for each 4 beds, plus 1 space for each 2 employees (largest shift)	Schedule C
Convention center Counseling services	Schedule B	Schedule B
Cultural services	1 space for each 500 sq. ft.	Schedule B
Child[~~Day~~] care services (commercial, general, or limited)	1 space for each employee	Schedule B
Detention facilities	Schedule B	Schedule B
Family home	2 spaces for each dwelling unit	None
Group home	Schedule B	None
Guidance services		Schedule B
• Residential	1 space for each 4 beds	
• Nonresidential	1 space for each 275 sq. ft.	
Hospital service (general)	1 space for each 4 beds, plus 1 space for each 2 employees (largest shift)	Schedule C
Hospital services (limited)	1 space for each 200 sq. ft.	Schedule C
Local utility services	Schedule B	Schedule B
Maintenance and service facilities Major utility facilities	Schedule A	Schedule B
Military installations Park and recreation services	Schedule B	Schedule B

Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Kaleb Kentner

AGENDA ITEM:
Approve a Sign Variance Request for One Community Church. (V 26-0001)(Director of Development Services Kaleb Kentner)

SUMMARY:
The applicant is requesting a sign variance that would match the regulations of a commercial sign.

City Council shall consider the following factors, including but not limited to:
(1) The degree of the requested variance;
(2) The reason for the requested variance;
(3) The location of the requested variance;
(4) The duration of the requested variance;
(5) The effect of the requested variance on public safety;
(6) The effect of the requested variance on the general plan for signage within the City;
(7) The protection of neighborhood property and property values; and
(8) The degree of hardship or injustice involved.

Staff recommends approval of the construction of a Pole Sign that meets the criteria as if it was a commercial-zoned property.

FINANCIAL IMPACT:
This item has no financial impact.

BACKGROUND:
In January 2025, City Council approved annexation and rezoning for the development of a religious facility on the subject property. Staff recommended SF-20 zoning in the event the property did not develop as a religious facility.

Single-Family Sign Regulations for a Pole Sign	**Commercial Sign Regulations for a Pole Sign**	**Applicant's Request**
N/A	Height (max): 35 feet	Height: 35 feet
N/A	Sign area (max): 500 square feet	Sign area: 196 square feet including Electronic

		Message board
N/A	Electronic sign area (% of copy area)(max): 75%	Electronic sign area: 33% of copy area

Under Article 9.05 Sign Ordinance, Pole Signs are not permissible in the single-family zoning district. Pole Signs are restricted to a maximum of 50-feet away from the right-of-way limits along U.S. Highway 75, S.H. 121 or Collin County Outer Loop.

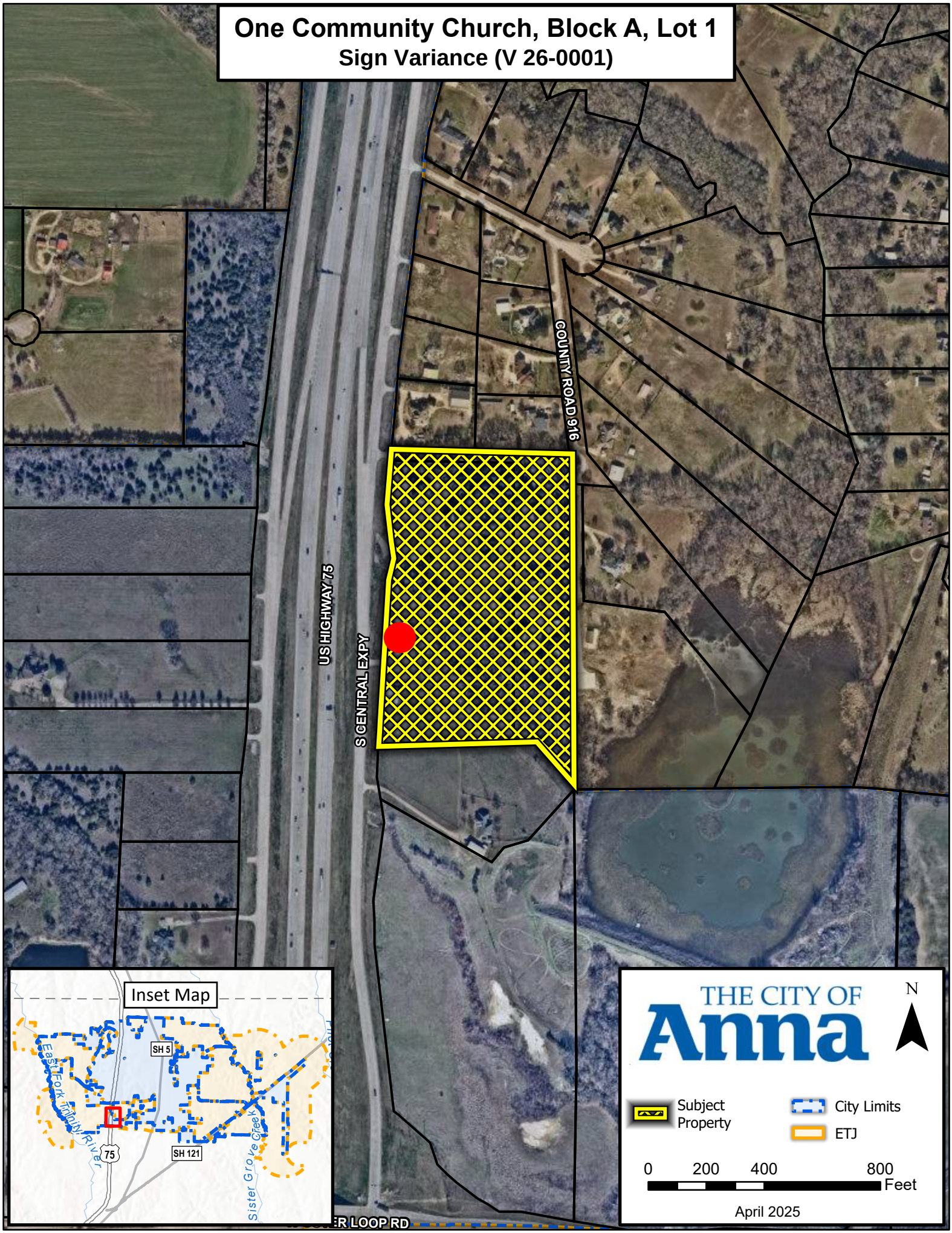
Staff is in support of the applicant's request because the location of the sign in the attached exhibits meets the criteria of a commercial zoned property.

STRATEGIC CONNECTIONS:

This item has no strategic connection.

ATTACHMENTS:

1. Locator - One Community Church (V 26-0001)
2. Exhibit A (Sign Details) - One Community Church (V 26-0001)
3. Article 9.05.018 (Pole Sign regulations)


One Community Church, Block A, Lot 1
Sign Variance (V 26-0001)
US HIGHWAY 75
S CENTRAL EXPY
COUNTY ROAD 916
Inset Map
SH 5
SH 121
75
East Fork Trinity River
Sister Grove Creek
THE CITY OF
Anna
N
Subject Property
City Limits
ETJ
0
200
400
800
Feet
April 2025

PHASE 1

ONE™ COMMUNITY CHURCH

8530 US-75, ANNA, TX 75409

MELLO SIGNS

UL E479782 TDLR 18785

990 HALTOM RD. FORT WORTH, TX 76117
682-312-5338 — www.mello-signs.com

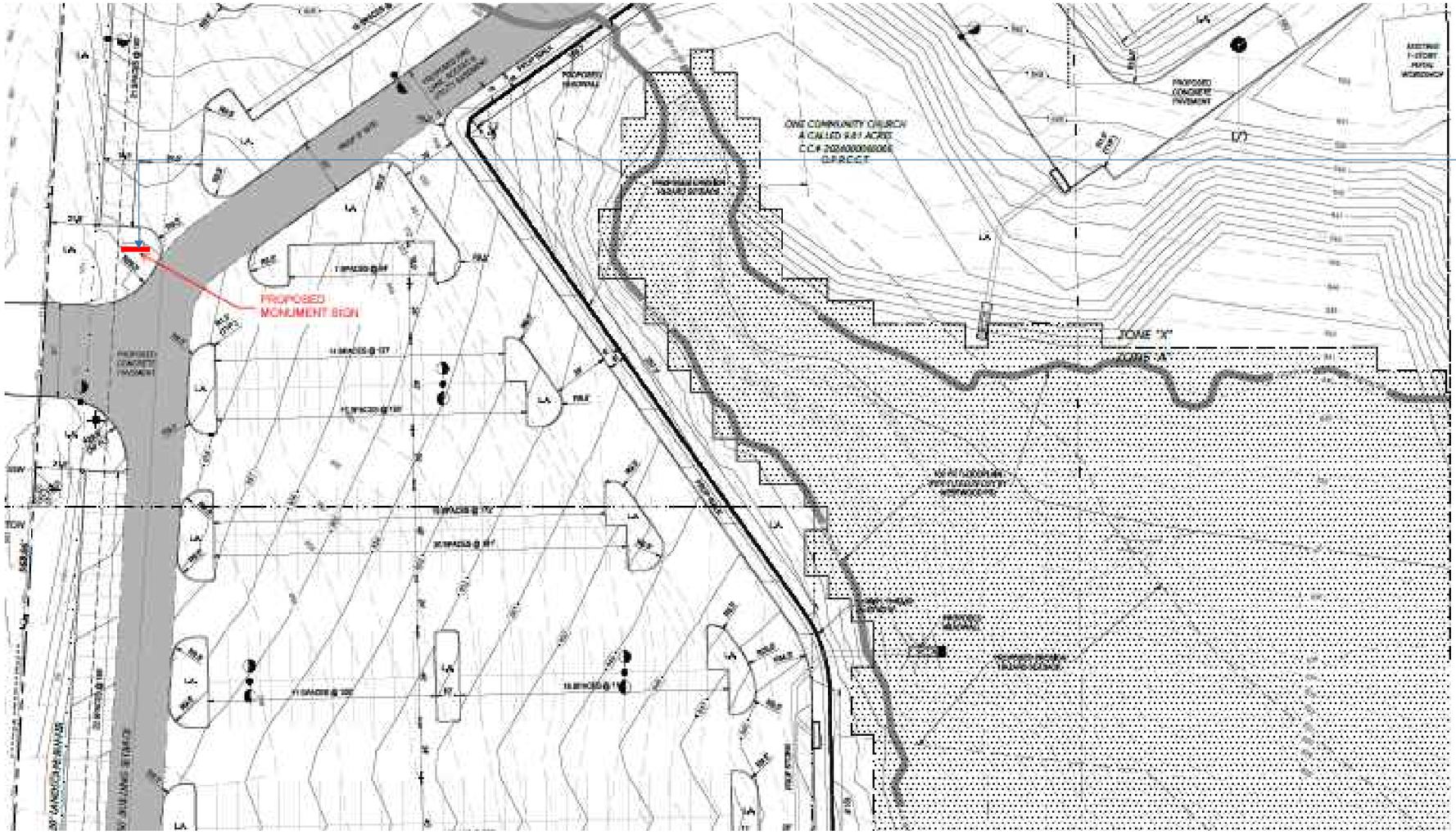
FINAL APPROVAL

CLIENT SIGNATURE _____

PRINTED NAME _____

DATE: _____ SALESMAN: _____ JOB #: _____

ALL ARTWORK IS THE SOLE INTELLECTUAL PROPERTY OF MELLO SIGNS AND MAY NOT BE REPRODUCED WITHOUT PERMISSION



1 **SIGN 1**

SITE PLAN

SCALE: NTS

DETAILED SITE SURVEY REQUIRED

MELLO SIGNS
990 HALTOM RD. FORT WORTH, TX 76117
682-312-5338 — www.mello-signs.com

UL E479782 TDLR 18785

CLIENT SIGNATURE _____

PRINTED NAME _____

DATE: _____ SALESMAN INITIALS: _____

GENERAL DISCLAIMERS: All signs to be manufactured and installed in accordance with local and state regulations. This drawing is the property of MELLO SIGNS. It shall not be produced, copied or distributed without authorization of MELLO SIGNS. **RENDERING APPROVAL:** Please carefully review all drawings and material specifications. Color samples can be provided upon request. All PDF files are approximate representations. **PLEASE READ CAREFULLY BEFORE FINAL APPROVAL:** Review all files and check for all errors. Please review all spelling, material and color specifications, and installation notes. Changes after approval and the start of manufacturing may incur additional charges. By signing this proof you are acknowledging that you have read and fully reviewed all drawings, proposals, and Mello Signs Terms and Conditions.

CLIENT NAME	ONE COMMUNITY CHURCH	DATE	BY	REV #
ST. ADDRESS	8530 US-75	06-10-2025	DE	OG
CITY/STATE	ANNA, TX 75409	07-10-2025	DE	R1
PHONE		07-11-2025	DE	R2
EMAIL		09-23-2025	DE	R3
SALESMAN	KEVIN	12-17-25	TKO	R4
DESIGNER	DREW	3-5-25	RJ	R5
FILE NAME	ONCE COMMUNITY CHURCH - ANNA - TX - PHASE 1			



SIGN 1 - LOCATION - US HWY N75 ELEVATION

SCALE: 3/32" = 1'



EXISTING CONDITIONS WITH SAMPLE LOCATION

MELLO SIGNS
990 HALTOM RD. FORT WORTH, TX 76117
682-312-5338 — www.mello-signs.com

UL E479782 TDLR 18785

CLIENT SIGNATURE _____

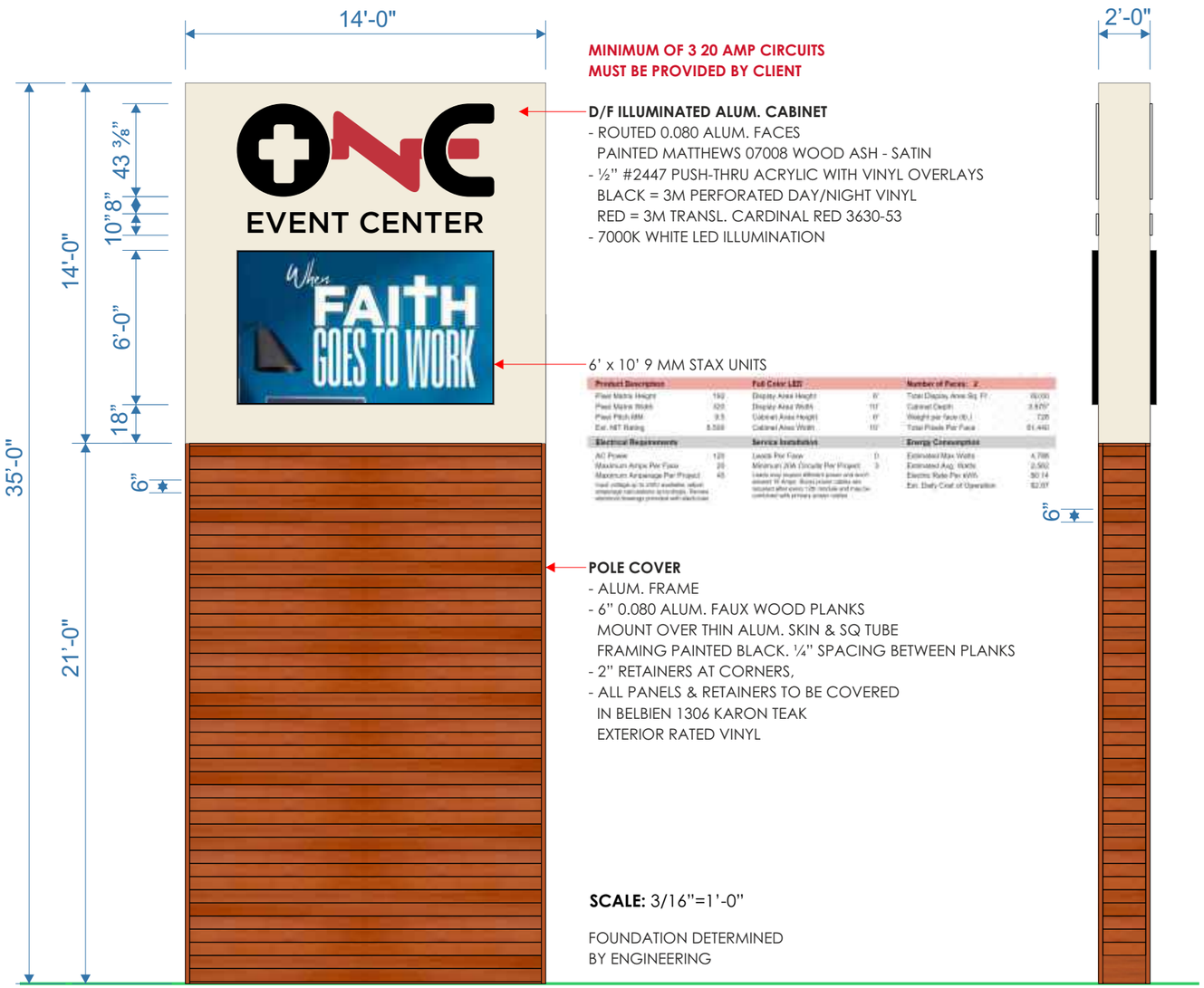
PRINTED NAME _____

DATE: _____ SALESMAN INITIALS: _____

GENERAL DISCLAIMERS: All signs to be manufactured and installed in accordance with local and state regulations. This drawing is the property of MELLO SIGNS. It shall not be produced, copied or distributed without authorization of MELLO SIGNS. **RENDERING APPROVAL:** Please carefully review all drawings and material specifications. Color samples can be provided upon request. All PDF files are approximate representations. **PLEASE READ CAREFULLY BEFORE FINAL APPROVAL:** Review all files and check for all errors. Please review all spelling, material and color specifications, and installation notes. Changes after approval and the start of manufacturing may incur additional charges. By signing this proof you are acknowledging that you have read and fully reviewed all drawings, proposals, and Mello Signs Terms and Conditions.

CLIENT NAME	ONE COMMUNITY CHURCH	DATE	BY	REV #
ST. ADDRESS	8530 US-75	06-10-2025	DE	OG
CITY/STATE	ANNA, TX 75409	07-10-2025	DE	R1
PHONE		07-11-2025	DE	R2
EMAIL		09-23-2025	DE	R3
SALESMAN	KEVIN	12-17-25	TKO	R4
DESIGNER	DREW	3-5-25	RJ	R5
FILE NAME	ONCE COMMUNITY CHURCH - ANNA - TX - PHASE 1			

TOTAL SQ FT: 196 SQ FT



MINIMUM OF 3 20 AMP CIRCUITS MUST BE PROVIDED BY CLIENT

D/F ILLUMINATED ALUM. CABINET
- ROUTED 0.080 ALUM. FACES
  PAINTED MATTHEWS 07008 WOOD ASH - SATIN
- ½" #2447 PUSH-THRU ACRYLIC WITH VINYL OVERLAYS
  BLACK = 3M PERFORATED DAY/NIGHT VINYL
  RED = 3M TRANSL. CARDINAL RED 3630-53
- 7000K WHITE LED ILLUMINATION

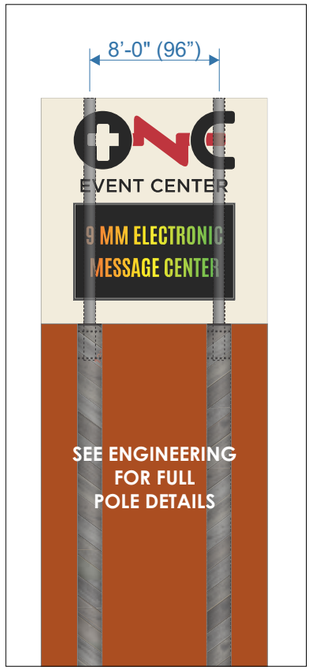
6' x 10' 9 MM STAX UNITS

Product Description		Full Color LED		Number of Faces: 2	
Pixel Matrix Height	192	Display Area Height	6'	Total Display Area Sq. Ft.	60.00
Pixel Matrix Width	320	Display Area Width	10'	Cabinet Depth	3.875"
Pixel Pitch MM	9.5	Cabinet Area Height	6'	Weight per face (lb.)	720
Est. NIT Rating	5,000	Cabinet Area Width	10'	Total Pixels Per Face	61,440
Electrical Requirements		**Service Installation**		**Energy Consumption**	
AC Power	120	Leads Per Face	0	Estimated Max Watts	4,788
Maximum Amps Per Face	20	Minimum 20A Circuits Per Project	3	Estimated Avg. Watts	2,592
Maximum Amperage Per Project	40	Leads may require different power and each account 15 Amps. Blank please confirm are included after every 1/2th. Include and may be combined with primary power cables		Electric Rate Per kWh	$0.14
Input voltage up to 240V available, adjust amperage and distribution accordingly. Review electrical drawings provided with each load				Est. Daily Cost of Operation	$2.07

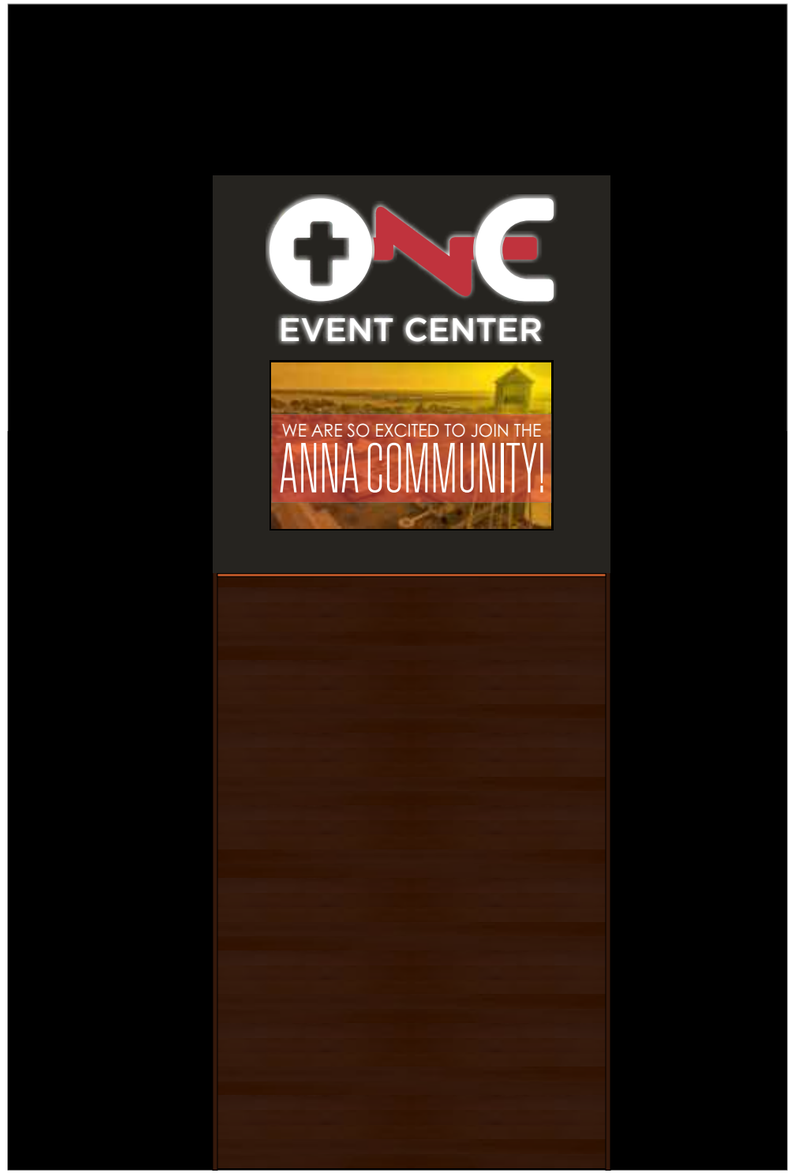
POLE COVER
- ALUM. FRAME
- 6" 0.080 ALUM. FAUX WOOD PLANKS
  MOUNT OVER THIN ALUM. SKIN & SQ TUBE
  FRAMING PAINTED BLACK. ¼" SPACING BETWEEN PLANKS
- 2" RETAINERS AT CORNERS,
- ALL PANELS & RETAINERS TO BE COVERED
  IN BELBIEN 1306 KARON TEAK
  EXTERIOR RATED VINYL

SCALE: 3/16"=1'-0"

FOUNDATION DETERMINED
BY ENGINEERING



NIGHT VIEW



MELLO SIGNS
990 HALTOM RD. FORT WORTH, TX 76117
682-312-5338 — www.mello-signs.com

UL E479782 TDLR 18785

CLIENT SIGNATURE _____

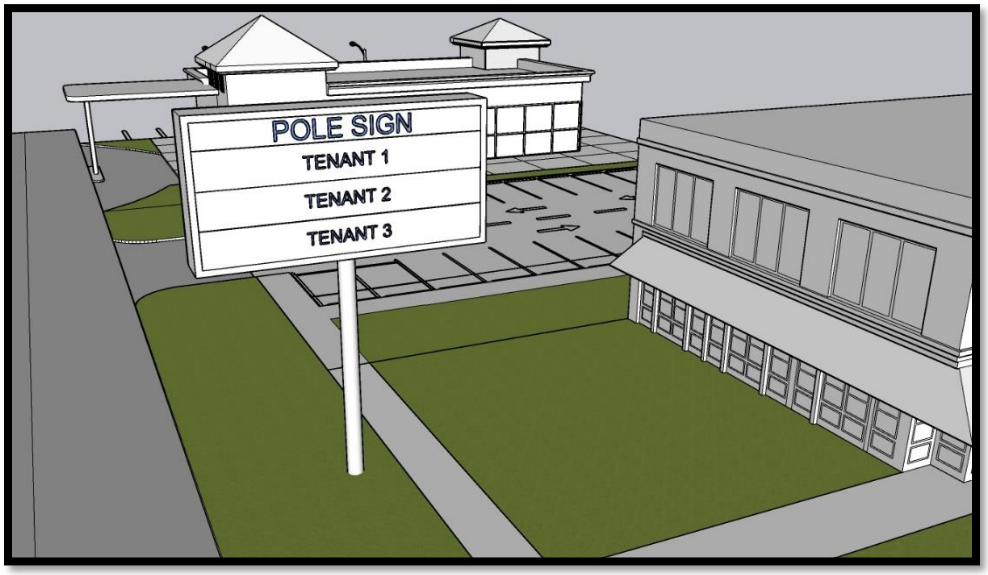
PRINTED NAME _____

DATE: _____ SALESMAN INITIALS: _____

GENERAL DISCLAIMERS: All signs to be manufactured and installed in accordance with local and state regulations. This drawing is the property of MELLO SIGNS. It shall not be produced, copied or distributed without authorization of MELLO SIGNS. **RENDERING APPROVAL:** Please carefully review all drawings and material specifications. Color samples can be provided upon request. All PDF files are approximate representations. **PLEASE READ CAREFULLY BEFORE FINAL APPROVAL:** Review all files and check for all errors. Please review all spelling, material and color specifications, and installation notes. Changes after approval and the start of manufacturing may incur additional charges. By signing this proof you are acknowledging that you have read and fully reviewed all drawings, proposals, and Mello Signs Terms and Conditions.

CLIENT NAME	ONE COMMUNITY CHURCH	DATE	BY	REV #
ST. ADDRESS	8530 US-75	06-10-2025	DE	OG
CITY/STATE	ANNA, TX 75409	07-10-2025	DE	R1
PHONE		07-11-2025	DE	R2
EMAIL		09-23-2025	DE	R3
SALESMAN	KEVIN	12-17-25	TKO	R4
DESIGNER	DREW	3-5-25	RJ	R5
FILE NAME	ONCE COMMUNITY CHURCH - ANNA - TX - PHASE 1			

(c) Pole Signs



(1) Definition.

Pole Sign. A permanent detached sign in which the sign face is mounted on one (1) or more poles and the base of the sign face is situated more than 12 inches above the ground. A “pole sign" does not include a flag mounted on a flagpole, where allowed by this Article.

(2) Standards.

(A) Generally. Table 3-5 establishes the standards for pole signs.

Table 3-5: Pole Sign Standards

Sign District → Requirement ↓	**AE**	**SF**	**MR**	**CM**	**MU**	**DT**	**IN**
General							
Allowed?	NR	×	×	✓	✓	×	✓
Permit Required?	✓	--	--	✓	✓	--	✓
Number per lot (max.)	1	--	--	1	1	--	1
Dimensions							
Sign Area (max.) for a lot abutting a (see Subsection D – Additional Allowances, below):							
0 – 70 ft ROW 71 – 99 ft ROW 100 – 250 ft ROW > 250 ft ROW	40 sf 70 sf 100 sf 500 sf	--	--	40 sf 70 sf 100 sf 500 sf	40 sf 70 sf 100 sf 500 sf	--	40 sf 70 sf 100 sf 500 sf
Sign Height (max.)							
Height of the highest point of a pole sign above grade	35 ft	--	--	35 ft	35 ft	--	35 ft
Height of the highest point of a pole sign if adjacent to an elevated roadway (above road grade)	25 ft	--	--	25 ft	25 ft	--	25 ft
Setbacks							

Sign District → Requirement ↓	AE	SF	MR	CM	MU	DT	IN
From Front ROW	10 ft	--	--	10 ft	10 ft	--	10 ft
From Front Property Line	10 ft	--	--	10 ft	10 ft	--	10 ft
From Adjacent Property Lines	15 ft	--	--	15 ft	15 ft	--	15 ft
From Another Major Monument Sign	500 ft	--	--	500 ft	500 ft	--	500 ft
From Another Minor Monument Sign or Pole Sign	150 ft	--	--	150 ft	150 ft	--	150 ft
From a Single-Family Residence or Single-Family Residential Zoning District	100 ft	--	--	100 ft	100 ft	--	100 ft
Features							
Electronic Message Center (max. %)	100%	--	--	75%	75%	--	75%
Changeable Copy (max. %)	100%	--	--	100%	100%	--	100%
Channel Letters	NR	--	--	✓	✓	--	✓
Internal Illumination	NR	--	--	✓	✓	--	✓
External Illumination	NR	--	--	✓	✓	--	✓
Halo Illumination	NR	--	--	✓	✓	--	✓
Additional Information							
Key	✓ = yes, a permit is required or the feature is allowed | ✕ = no/not allowed | NR = the sign type or characteristic is allowed for nonresidential uses only | sf = square feet | ft = feet | "-" = the standard does not apply						
Sign District Summary	AE = AG district and ETJ | SF = SF-20.0 – SF-6.0 districts | MR = MD and MF districts | CM = C-1 and C-2 districts | MU = MU district | DT = DT district | IN = I-1 and I-2 districts						

(B) Number.

(i) This Subsection allows one (1) double-sided pole sign for each lot fronting a street for the sign districts shown in Table 3-5.

(ii) No pole sign is allowed on a lot without frontage on to a street.

(C) Location. Pole signs are only allowed if:

(i) Adjacent to U.S. 75, SH 121, or Collin County Outer Loop, and

(ii) Located within a distance of 50 feet from the right-of-way line of the linear segment of that thoroughfare and situated so as to be viewed from that thoroughfare.

(D) Additional Allowances. The maximum area for a pole sign may be allowed as follows in Table 3-6.

Table 3-6: Additional Maximum Area Allowance

	0 – 70 ft ROW			71 – 99 ft ROW			100 – 250 ft ROW	
Lot Width (min. ft)	*50*	*100*	*150*	*50*	*80*	*100*	*100*	*200*
Sign Area (max. allowance)	20 sf	30 sf	40 sf	50 sf	60 sf	70 sf	80 sf	100 sf

(E) Design and Installation.

(i) Pole signs shall be designed to withstand wind loads established by the Building Code.

(ii) All pole signs shall be placed in concrete bases or footings.

(iii) All poles shall be wrapped at least 50% by a masonry or concrete product starting from the base of the sign.

(iv) All pole signs shall be landscaped around the base of the sign in an area equal to four square feet for each square foot of sign face area. In cases where the location of the sign could not accommodate such landscape area, the area may be reduced up to 50% at the Director's discretion.

(v) Pole signs shall be constructed only of materials that are noncombustible or slow-burning in the case of plastic inserts and faces and may be supported by noncombustible material only and finished in a presentable manner. Wood or non-painted steel supports are specifically prohibited.

(vi) Pole signs shall be protected by wheel or bumper guards when required by the Director.

(vii) Pole signs shall not have attached any guys or braces.

(viii) When electrical service is provided to a pole sign, all electrical service shall be underground.

Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Joseph Cotton

AGENDA ITEM:
Approve a Resolution to renew the Interlocal Cooperation Agreement with Collin County for Road and Bridge Improvements for 2026-2030. (Director of Public Works Joseph Cotton, P.E.)

SUMMARY:
This item is to renew the Interlocal Cooperation Agreement with Collin County for Road and Bridge Construction for another 5-year term (2026-2030). The current ILA is expiring this year. The standard ILA allows the City of Anna to partner with Collin County to complete important road and bridge maintenance and construction projects, which provides for more efficient work and cost savings through the partnership.

The agreement does not bind either party to specific projects or obligations, rather it provides for a path forward on projects which benefit both Collin County and the City of Anna. Staff recommends approval of the item.

FINANCIAL IMPACT:
Approving the Interlocal Cooperation Agreement provides the City with the ability to coordinate and partner with Collin County on road and bridge work, resulting in cost savings and construction efficiencies for both entities.

BACKGROUND:
Staff recommends approval.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Safe.

ATTACHMENTS:
1. Resolution - Renew Collin County Road & Bridge ILA
2. ANNA 2026-2030 R&B ILA
3. County Road Policy 2.1.21

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AUTHORIZING THE CITY MANAGER TO RENEW THE INTERLOCAL COOPERATION AGREEMENT WITH COLLIN COUNTY, TEXAS FOR ROAD AND BRIDGE CONSTRUCTION FOR 2026 TO 2030; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act") , and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act; and,

WHEREAS, the functions and/or services contemplated to be performed by The City of Anna, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and,

WHEREAS, both the City of Anna, Texas and Collin County, Texas desire to renew the interlocal Cooperation Agreement, which is attached hereto and made a part hereof; and,

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

Section 1. **Recitals Incorporated**

The recitals above are incorporated herein as if set forth in full for all purposes.

Section 2. **Authorization of Payment and Funding.**

That the City Council hereby agrees to timely pay to Collin County, Texas, in accordance with the renewal of the Interlocal Cooperation Agreement for work the City requests in the amount and upon the terms and conditions set forth.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ___ day of March 2026.

ATTEST:

_____
City Secretary, Carrie Land

APPROVED:

_____
Mayor, Pete Cane

Exhibit “A”

Attache Agreement

INTERLOCAL COOPERATION AGREEMENT

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Texas Government Code (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both Collin County, Texas and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of Anna, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

I.

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH
COURT ORDER NO. 2021-109-02-01 (Copy Attached)

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to timely pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them for work they have requested in the amount and upon the following terms and conditions:

1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.

2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

Any payments for Work performed under this Agreement that are not made within thirty days from when such payments are due shall accrue interest as prescribed by the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).

Each party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

Failure of a Party to exercise any right or remedy in the event of default by any other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

IV.

This Agreement shall be effective October 1, 2026, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2030 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

Notices, correspondence, and all other communications shall be addressed as follows; However, the Parties hereto shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to the other Party.

If to Collin County:

Public Works	Purchasing	Administration
700A Wilmeth Rd.	2300 Bloomdale Rd., #3160	2300 Bloomdale Rd., #4192
McKinney, TX 75069	McKinney, TX 75071	McKinney, TX 75071
972-548-3700	972-548-4165	972-548-4698

If to City:

Name
Address
City, State, Zip
Phone
email

V.

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

VI.

Dispute Resolution

Notice & Conference

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor, City Manager, from the City of Anna will meet in person to discuss and try to resolve the issue. This process will take no more than five (5) business days, unless the parties agree otherwise.

Prerequisites to Filing for ADR or a Lawsuit
Neither party may file a claim or lawsuit in any forum before the parties are finished using the cooperation procedures set forth above.

Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

VII.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from their respective governing boards in compliance with the laws of the State of Texas.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement. This agreement does not confer any rights or remedies upon any person or entity other than the Parties.

Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party’s written consent.

This Agreement is the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

This Agreement may be executed in one or more identical counterparts, each of which will be deemed an original for all purposes.

COLLIN COUNTY, TEXAS

Date: _____ By: _____

Title: County Judge

CITY OF ANNA

Date: _____ By: _____

Title: _____

State of Texas	§	Court Order
Collin County	§	2021-109-02-01
Commissioners Court	§	

An order of the Collin County Commissioners Court adopting a policy.

The Collin County Commissioners Court hereby approves the amended Collin County Road and Right of Way policies, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, February 2, 2021.

Chris Hill, County Judge

Darrell Hale, Commissioner, Pct 3

Susan Fletcher, Commissioner, Pct 1

Duncan Webb, Commissioner, Pct 4

Cheryl Williams, Commissioner, Pct 2

ATTEST: Stacey Kemp, County Clerk

COLLIN COUNTY
ROADWAY POLICY

Approved by the Collin County Commissioners Court on February 1, 2021

Court Order Number 2021-109-02-01

TABLE OF CONTENTS

1.01 INTRODUCTION 3

A. Purpose 3

B. Applicability 3

1.02 DEFINITIONS 3

1.03 EXISTING ROADWAYS – MAINTENANCE RESPONSIBILITIES 6

A. Roadways within an Incorporated Area or within a City 6

B. Roadways adjacent to a City 6

C. Roadways within a Subdivision 7

D. Abandonment of County Roads 7

1.04 EXISTING ROADWAYS – MAINTENANCE SCHEDULE 7

A. Roadway Oiling – Residents with Respiratory Conditions 7

B. Roadway Oiling – Cemetery Locations 8

C. Roadway Oiling – Additional Applications 8

D. Temporary Roadway Closures 8

E. Mowing/Brush Cutting 9

F. Herbicide Application 10

G. Inspections 10

1.05 EXISTING ROADWAYS - IMPROVEMENTS 10

A. Improvements to Roadways Within City Limits 10

B. Major Improvements to Roadways Within City Limits 11

C. Reimbursement for Work Performed by Public Works 11

1.06 COUNTY ROADWAY FEATURES AND ADJACENT AREAS 11

A. Right of Way 11

B. Temporary Access Agreement 12

C. Reimbursement by Property Owners 12

D. Fencing/Gates 13

E. Mail Boxes 13

F. Roadway Drainage and Driveway Culverts 14

1.07 MISCELLANEOUS 14

A. Signs 14

B. Striping 14
C. Guard Rail 14
D. Speed Bumps 15
E. Parking 15
F. Historical Markers 15

1.01 INTRODUCTION

A. Purpose

This Roadway Policy has been adopted by Commissioners Court to put standards in place by which roadways and right of way in unincorporated Collin County are maintained. Commissioners Court reserves the right to amend any portion of this court order as deemed necessary and/or when required by changes in the law of Texas, state statutes or transportation codes.

B. Applicability

This Policy applies to roadways within Collin County that are located outside of the corporate limits of a municipality. Additionally, this policy may exclude areas within Collin County that are located within the extraterritorial jurisdiction (ETJ) of a municipality, provided that an ETJ has been established by the municipality and the municipality has entered into a written interlocal agreement with the County that identifies the municipality as the entity authorized to maintain roadways and rights of way within their respective ETJ.

Collin County will not be responsible for any damage caused by County crews to any facility installed that is not in compliance with this Policy.

Any extenuating circumstances not covered under this Policy shall be brought to the attention of Commissioners Court for consideration.

1.02 DEFINITIONS

For the purpose of this Policy, the following terms, phrases, words and their derivations shall have the meaning given herein. Definitions not expressly prescribed herein are to be determined in accordance with customary usage in planning and engineering practice. The word "shall" is mandatory and the word "may" is permissive.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) - An association of state highway and transportation officials.

BUSINESS DAY – the days of the week when County offices are normally open (excludes official holidays and weekends). Collin County holidays may be found online at:

https://www.collincountytx.gov/government/Pages/Holidays.aspx

COLLIN COUNTY ROADWAY SYSTEM – Any roadway maintained by Collin County Public Works.

COMMISSIONERS COURT – The Commissioners Court of Collin County.

COUNTY – Collin County, Texas.

COUNTY CLERK – the County Clerk of Collin County.

COUNTY ROADWAY – a public roadway under the control and maintenance of the

County.

DEDICATION – the appropriation of land, or an easement therein, by an Owner, for the use of the public and accepted for such use by or on the behalf of the public.

DEVELOPER – any person, partnership, firm association, corporation (or combination thereof), or any officer, agent, employee, servant or trustee thereof, who performs or participates in the performing of any act toward the development of a subdivision, within the intent, scope and purview of the Collin County Subdivision Regulations.

DEVELOPMENT – all land modification activity, including grading or construction of buildings, roadways, parking lots and/or other impervious structures or surfaces.

DIRECTOR OF PUBLIC WORKS – where used in this Policy, "Director of Public Works" shall mean the Collin County Director of Public Works and his/her authorized and/or appointed representatives.

EASEMENT – an area for restricted use on private property upon which a public or private utility/entity/HOA or Lot Owner responsible for maintenance shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growth which in any way endanger or interfere with the construction, maintenance and/or efficiency of its respective systems on or within any of these easements.

ENGINEER – a person licensed under the provisions of the Texas Engineering Registration Act to practice the profession of engineering in the State of Texas.

EXISTING ROADWAYS – roadways that have been constructed and are in place prior to the passage of this Policy.

EXTRATERRITORIAL JURISDICTION (ETJ) – the unincorporated land area, not a part of any city, which is contiguous to the corporate limits, as defined in Local Government Code, Chapter 42.

FACILITY - any permanent or temporary non-County owned improvement placed within the right of way. Such facilities may involve underground, surface, or overhead facilities, either singularly or in combination. (Accessories are any attachments, appurtenances, or integral parts of the facility such as fire hydrants, valves, gas regulators, etc.).

FINAL ACCEPTANCE – formal acceptance by order of the Collin County Commissioners Court.

HOMEOWNERS ASSOCIATION – an organized, non-profit corporation with mandatory membership when property is purchased.

INCORPORATED AREA – See Extraterritorial Jurisdiction.

INTERLOCAL AGREEMENT (ILA) – A written contract between local government agencies.

MINIMUM REQUIREMENTS – Minimum acceptable requirements; such requirements may be modified by the Director of Public Works as may be necessary to protect the public

health, safety, and welfare.

OWNER – the Owner of the parent tract or lot of record.

PUBLIC WORKS – Collin County Public Works.

RESIDENT – a person who lives somewhere permanently or on a long-term basis.

RIGHT OF WAY – a parcel of land that is occupied or intended to be occupied, by a roadway or alley. Where appropriate, "right of way" may include other facilities and/or utilities such as sidewalks; railroad crossings; and/or electrical, telecommunication, oil, gas, water, sanitary sewer and/or storm sewer facilities. The term "right of way" shall also include parkways and medians which are located outside of the actual pavement. The usage of the term "right of way" for land platting purposes shall mean that every public right of way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right of way and shall not be included within the dimensions or areas of such lots or parcels. The right of way is the distance between property lines measured at right angles to the centerline of the roadway or alley.

ROADWAY – a paved right of way (or easement), whether public or private and however designated, which provides vehicular access to adjacent land and/or connection to other roadways or highways.

SUBDIVISION – the division of a tract of land situated within Collin County and outside the corporate limits of any municipality into two (2) or more lots, parcels or tracts for the purpose of sale or development, or for the purpose of laying out roadways, alleys, squares, parks, public utility easements, public rights of way, private ingress/egress easements, drainage or stormwater improvements, or other parts of the tract intended to be dedicated for public use or for the use of purchasers or owners of lots or parcels fronting on or adjacent to such facilities.

TAA– a Temporary Access Agreement between Collin County and property owner.

TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) - The most recent edition, including any additions or corrections, of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

THOROUGHFARE - a principle traffic artery, carrying higher volumes of traffic, more or less continuously, which is intended to connect remote parts of the area adjacent thereto and to act as a principle connecting roadway with state highways.

THOROUGHFARE PLAN – the most recently adopted Collin County Thoroughfare Plan https://www.collincountytx.gov/mobility/Documents/CCThoroughfarePlan.pdf

1.03 EXISTING ROADWAYS – MAINTENANCE RESPONSIBILITIES

Only public roadways that have been determined by Commissioners Court to be approved County Roads shall be maintained at County expense by Public Works. The County shall not maintain U.S. Highways, state roadways, private roadways, and other roadways or sections of a roadway within the city limits of an incorporated city.

A. Roadways within an Incorporated Area or within a City

1. Each city within Collin County is responsible for maintaining the bridges and roadways within their city limits.
2. Commissioners Court may consider making or participating in general maintenance items including rocking, grading, asphalt, leveling, seal coating, oiling for dust control, installation of culverts, warning signs, cleaning of drainage ditches, mowing or brush cutting and emergency repairs to bridges.
3. The following requirements must be met before Public Works can perform maintenance within an incorporated area or within city limits:
    a. An Interlocal Agreement (ILA) must be presented to and approved by Commissioners Court. This currently executed ILA must be on file with the County.
    b. Commissioners Court has granted approval of maintenance request(s).
    c. Schedule will be set forth by Public Works and will be dependent upon the work schedule of County crews.
    d. Emergency requests will be evaluated by Commissioners Court based upon the merits presented by the requesting city. Commissioners Court authorization is required for work performed within incorporated Cities.

B. Roadways adjacent to a City

1. Roads or sections of roadways bordered by a city or cities may be maintained at County expense as follows:
    a. A portion of a public roadway adjacent to property that has been annexed by a city or cities before 2015, from the centerline of the roadway to the edge of the roadway on the opposite side from the City, may be maintained at County expense. The city's responsibility for maintenance of the roadway shall extend to the centerline of the roadway.
    b. Any portion of a public roadway adjacent to property that has been annexed by a city or cities after 2015, shall not be maintained at County expense. The city's responsibility for maintenance of the roadway shall extend to the entire roadway.
    c. Any portion of a public roadway that is bordered by a city or cities on both sides will be considered to lie entirely within an Incorporated Area and shall

not be maintained at County expense.

C. Roadways within a Subdivision

1. Maintenance of roadways in a Subdivision shall be performed by the Developer or Homeowners Association until roadways have been approved for County maintenance by Commissioners Court. See Collin County Subdivision Regulations for further information.

D. Abandonment of County Roads

1. The Commissioners Court, by unanimous vote, may abandon a County roadway upon following specific procedures as required by Vernon's Civil Statues and the Texas Transportation Code Section 251.057. https://statutes.capitol.texas.gov/Docs/TN/htm/TN.251.htm#251.057
2. In order for the public to request the relinquishment of the public's right of way and use of a roadway, the following conditions must be met:
   a. Petition and Notice signed by eight (8) freeholders of land in the Commissioners' Precinct where the roadway is located is required to abandon a roadway.
   b. Original signatures are needed on three (3) copies of both the Notice and Petition.
   c. Signatures should be exactly as name appears on tax roll.
   d. The roadway and its location should be described on the Notice and Petition prior to signatures being obtained.
   e. Twenty (20) days public notice posted at the County Courthouse and along the subject roadway is required before Commissioners Court can consider taking action to abandon a roadway. Collin County will post the Notice at these locations upon verification of signatures.
   f. Unanimous consent of Commissioners Court is required to abandon a roadway.
   g. In some instances, as required by law, Collin County shall be compensated for the abandonment of right of way.

1.04 EXISTING ROADWAYS – MAINTENANCE SCHEDULE

A. Roadway Oiling – Residents with Respiratory Conditions

1. The County will oil a 500-foot portion of a County rock roadway for dust control in front of a resident's house whereas:
   a. The resident has a chronic respiratory condition.
   b. The condition is documented by a Medical Doctor (MD).

c. The County's Application for Dust Control Oiling is signed by a doctor and submitted once each 36 months or 3 years.

d. Application for Dust Control Oiling due to chronic respiratory condition is available by calling Public Works (972-548-3700) and requesting an application. This form can be returned by mail to: Public Works, 700 A. West Wilmeth Road, McKinney, Texas, 75069 (or faxed to (972) 548-3754). Residents may also print the form from the Public Works webpage at: https://www.collincountytx.gov/public_works/road_bridge/Documents/HealthLetter.pdf

2. If the house is located at a roadway intersection the roadway will be oiled 500-feet in both directions from the intersection.

3. Road oiling for dust control will be performed one time each year and only between Mid-March and early October.

B. Roadway Oiling – Cemetery Locations

1. The County will oil 500 feet of a rock roadway in front of a cemetery for dust abatement at no cost, with approved advanced notice as indicated below:

a. Public Works receives 48 hours advanced notice of a graveside service date or;

b. Public Works receives 10-day advanced notice of the date scheduled for a recognized cemetery "clean up day"

C. Roadway Oiling – Additional Applications

1. Routine roadway grading will not warrant additional applications of oil. All additional applications of oil whether health related or otherwise will be at the requestor's expense.

2. When construction causes heavier than normal truck traffic on a rock road the County may, at the discretion of the Director of Public Works, apply oil.

3. All other requests for oiling in unincorporated areas of the County shall be at the requester's expense. Collin County shall be reimbursed for the cost of materials; requestor to call County for cost estimate based on current price. This process will consist of three (3) separate applications per 500 linear feet, typically two applications on a specific day with the remaining application a day or two thereafter. This service will be performed only between the warmer months of Mid-March through Early October. Requests for roadway oiling during the warmer months shall be made no later than September 30 of the year prior.

D. Temporary Roadway Closures

Requests for Temporary Road Closures shall be made as far in advance as possible, with minimum submittal dates listed below. Late requests may be denied due to not having enough time to evaluate impacts.

1. Non-Emergency Temporary Road Closure Request: Complete and submit the County's Roadway Closure Request Form at least 72 hours of the proposed closure. This form can be found on the County's website at: https://www.collincountytx.gov/public_works/road_bridge/Pages/roadclose.aspx The Director of Public Works will review the request and notify the applicant in writing of their decision within 24 hours of the road closure. If approved, County staff will notify affected parties such as USPS, school districts, law enforcement, emergency responder agencies, and adjacent landowners. Applicant is responsible for deploying and retrieving all necessary equipment including barricades, cones, signs, etc.
2. Special Event Temporary Road Closure Request: Complete and submit the County's Roadway Closure Request Form at least 90 days prior to the special event. This form can be found on the County's website at: https://www.collincountytx.gov/public_works/road_bridge/Pages/roadclose.aspx The Director of Public Works will review the request and notify the applicant in writing of their decision within 14 days of the road closure. The event sponsor shall be responsible for funding any County personnel and equipment provided for traffic control.
3. Emergency Temporary Road Closure Request: In the event of an Emergency Temporary Road Closure, call 972-548-3700 to submit verbal request. Requests will be executed expeditiously by on-duty Public Works staff or on-call staff during non-business hours. Public Works will promptly deploy barricades, cones, and/or other appropriate equipment to the roadway(s). Once the situation is stabilized (flood waters subside, public safety restored, etc.) and the Director of Public Works has communicated approval, Public Works staff will collect all equipment and re-open the roadway(s).

E. Mowing/Brush Cutting

1. Public Works will mow all County right of way property as follows:
    a. Spring/Summer months – Mow all County Roadways one mower width (8' to 12') once per year.
    b. Fall/Winter months – Mow all County Roadways total right of way width (including fence lines as instructed by the Director of Public Works) once per year. This may include areas between the pavement and fences where fences are outside of the right of way limits.
2. Brush cutting is typically performed during dormant fall and winter (non- growth) months:
    a. Tree and limb removal by use of hydraulic boom mowers will serve to minimize vehicle damage from overhanging limbs/brush and improve vehicle/driver line of sight. Branches over the roadway will be trimmed to provide 18' of vertical

clearance, while branches outside the roadway but within the right of way will be trimmed to a height of 14’ vertical clearance.

b. Hand cutting and pruning is completed as manpower and scheduling permit. Requests for hand cutting are handled and approved on a case by case basis.

3. Brush and vegetation will be cut anywhere necessary to maintain adequate line of sight on roadways.

F. Herbicide Application

1. Public Works will treat all County right of way 2 times per year with contact herbicide at required or allowable rates. This includes facility obstructions (i.e. fire hydrants, water valves, guardrails, pole guy wires, phone pedestals, etc.) to improve visibility of object.
2. All asphalt roadway shoulders are treated with herbicides.
3. Residents and business owners may request that the County not spray the right of way adjacent to their property by calling 972-548-3700. The resident or business owner accepts responsibility for maintaining the right of way according to this Roadway Policy. Non-spray requests may be denied based on the following conditions:
   a. Where roadway shoulder vegetation encroachment has caused or shows the potential to cause damage to the roadway surface.
   b. Where herbicide treatment of facility obstructions poses a liability to County maintenance.
   c. Line of sight and visibility issues.
   d. Any other condition as deemed by the Director of Public Works.

G. Inspections

1. Inspection of County-maintained asphalt and concrete roadways will be conducted on a schedule to be determined by the Director of Public Works.
2. Inspection of city roadways will be conducted as per parameters set forth in the ILA. If inspection parameters are not defined in the ILA, inspections will be conducted on a schedule determined by the Director of Public Works.
3. Inspection of subdivision roadways will be conducted prior to County takeover of maintenance as per Collin County Subdivision Regulations.
4. Additional inspections will be performed as determined by the Director of Public Works. Inspection results will be used as a guide to determine budget and repair/maintenance requirements.

1.05 EXISTING ROADWAYS - IMPROVEMENTS

A. Improvements to Roadways Within City Limits

1. Commissioners Court may consider performing or participating in improvements to roads and bridges within the corporate limits of a city. These improvements include but are not limited to general maintenance items including rocking, grading, asphalt, leveling, seal coating, oiling for dust control, installation of culverts, warning signs, cleaning of drainage ditches, mowing or brush cutting and emergency repairs to bridges. The following requirements must be met before Public Works can perform improvements within city limits:
    a. An Interlocal Agreement (ILA) must be presented to and approved by Commissioners Court. This currently executed ILA must be on file with the County.
    b. Schedule will be set forth by Public Works and will be dependent upon the work schedule of County crews.
    c. Emergency requests will be evaluated by Commissioners Court based upon the merits presented by the requesting city. Commissioners Court authorization is required for work performed within incorporated Cities.

B. Major Improvements to Roadways Within City Limits
    1. Major improvements such as the construction or reconstruction of roadways will be considered on a case by case basis.
    2. All major improvement requests must be submitted in letter format to the Director of Public Works by April 1st of the year prior to the year improvements are anticipated.

C. Reimbursement for Work Performed by Public Works
    1. Prior to beginning any improvements, the city shall make reimbursement arrangements. If the city is unable to reimburse for the full amount, the city may petition Commissioners Court for a payment schedule including interest. A cost matrix for roadway and bridge repair costs shall be approved by Commissioners Court. The fee schedule shall be reviewed annually or as directed by the Director of Public Works.
    2. Reimbursement costs for roadway and bridge repairs or improvements will be as per the Collin County Cost Matrix. The Collin County Cost Matrix for Cities can be found here: https://www.collincountytx.gov/public_works/road_bridge/Pages/cost_matrix.aspx and is subject to change. Any deviation from this cost matrix must be approved by Commissioners Court.

1.06 COUNTY ROADWAY FEATURES AND ADJACENT AREAS

A. Right of Way

1. Right of way shall be donated by transfer of title, easement, or purchased through negotiations and/or eminent domain proceedings. Property owners have the option to donate the same by transfer of title. Public Works does not purchase right of way or utilize condemnation for any roadway improvement. The requested right of way must be acquired prior to the commencement of the project.
2. The minimum right of way width for road projects performed by Public Works shall be 40 ft. The County may require right of way wider than the minimum where it is determined that the existing width and drainage are not adequate for roadway improvements.
3. The required right of way width for subdivision roadways shall be as shown in the Collin County Subdivision Regulations.
4. County right of way shall be kept clear of trees and brush. Collin County has the right to exercise a right of way easement to prevent the planting of trees and shrubs in the right of way and to remove or cause to be removed trees or shrubs growing there by Court Order 2010-722-09-13.
5. An easement will establish the right of the County to enter onto a property in order to perform necessary work but shall not establish the responsibility to do so.
6. No work may occur in County right of way or easement without obtaining a permit from the County prior to beginning work. See Collin County Right of Way Use Policy for more information.

B. Temporary Access Agreement
   1. The County may propose to enter into a Temporary Access Agreement (TAA) with the Owner in the event that private property will be needed for roadway improvements. A TAA could grant the County the ability to use private property for the following:
      a. Parking of County vehicles or equipment
      b. Stockpile, burn, or chip debris or dirt
      c. Any other access as approved by the Director of Public Works
   2. TAA's that are required in order to place permanent improvements on private property require Commissioners Court approval.
   3. The County shall, at its expense, restore private property to substantially the same appearance as previously existed following the expiration of the TAA.
   4. A TAA may be used in lieu of a permanent easement to perform minimally intrusive work as part of a right of way issue.

C. Reimbursement by Property Owners

1. Upon Commissioners Court approval of roadway maintenance or improvements requiring reimbursement from the adjacent property owner, the required amount of money shall be placed in a non-interest bearing escrow account at a bank located within Collin County.
2. Reimbursement amount may include the cost involved for surveying, preparation of Deed or Easement, re-location of fences, facilities (if in a dedicated easement), culverts or other existing improvements. When property owners are required to incur total cost for the upgrade of a roadway, the above cost shall not be borne by Collin County.

D. Fencing/Gates

1. Fences installed inside the right of way will be removed at Owner's expense.
2. Right of way obtained as required for roadway improvements may require an existing fence to be removed. The existing fence will be removed and replaced with a fence of the same size and material at County expense. The new fence will be placed at the property line adjacent to the roadway frontage. Existing gates will be reused and re-hung.
3. Reimbursement for any changes to an existing fence is subject to approval by Director of Public Works and authorization by Commissioners Court.
4. All negotiations regarding fence replacement must be completed prior to right of way easement return to Public Works for recording at the Collin County Clerk's Office.
5. Temporary electric fencing, if warranted, will be provided, installed, maintained, and removed by Collin County as related to any roadway improvement project.

E. Mail Boxes

1. Mailboxes and their installation in County right of way shall meet specifications found in both the Texas Department of Transportation Regulations and United States Postal Service Regulations. Further information can be found here: https://www.txdot.gov/inside-txdot/division/maintenance/mailboxes.html https://www.usps.com/manage/mailboxes.htm
2. Installation of brick/masonry/ornamental metal or other mailboxes that do not conform to these regulations are prohibited inside the right of way.
3. In the event that an existing mailbox is damaged by Public Works crews, the County will replace the damaged mailbox with a standard United States Postal Service approved mailbox on a light weight bendable or break-away pole, regardless of the original construction design.
4. Roadway maintenance or improvements may require the relocation of existing mailboxes within the County right of way.

F. Roadway Drainage and Driveway Culverts

Refer to Collin County Drainage Design Manual.

1.07 MISCELLANEOUS

A. Signs

1. For installation of regulatory, warning signs and other traffic control devices, Public Works utilizes the most recently adopted versions of the FHWA Manual on Uniform Traffic Control Devices (MUTCD) and the TxDOT Texas Manual on Uniform Traffic Control Devices (TMUTCD).
2. Commissioners Court Order Number 2002-247-04-08 Section B was amended regarding signage (both Regulatory and warning) placed adjacent to County roadways November 9th, 2004 to read as follows:
    a. All roadway signs shall meet the specifications of Public Works. Private roadway signs are the responsibility of the property owner. The property owner shall pay for fabrication and installation, and any necessary future maintenance of the sign. All signs must meet Collin County standards.
    b. Collin County does not authorize the use or installation any private signs on County Road right of way. This includes, but is not limited to:
        i. Business Advertisements
        ii. Real estate signs (house for sale, open house, etc.)
        iii. Personal signs (garage sale, puppies for sale, etc.)
        iv. Political signs

        In addition it has been proven in courts of law throughout the country that the below signs provide a false sense of security to those the signs are intended to benefit. As such, these signs become a liability. Additional signs not allowed on County roadways or their respective right of way include but are not limited to the following:

        v. Children At Play
        vi. Watch For Children
        vii. Cattle Crossing
        viii. Deaf Child

B. Striping

1. The Director of Public Works will determine if a roadway requires striping.
2. Roadway striping shall be installed as per the most recently adopted versions of the FHWA Manual on Uniform Traffic Control Devices (MUTCD) and the TxDOT Texas Manual on Uniform Traffic Control Devices (TMUTCD).

C. Guard Rail

1. Requests for guardrail installation to be performed by the County are considered on a case-by-case basis. Determining factors for installation depend upon traffic studies, evaluation of the area requested, and availability of applicable warning signs in lieu of guardrail.

D. Speed Bumps

1. Speed bumps are not allowed on any County roadway.

E. Parking

1. Parking is not allowed within County right of way unless the roadway is designed to include a parking lane.

F. Historical Markers

1. Historic persons must be deceased for at least 10 years in order to qualify, unless they are of statewide or national significance. Historic events that changed the course of state or local history must have occurred at least 30 years ago. Most other topics, including institutions, organizations and businesses must date back to at least 50 years in order to qualify. For the Recorded Texas Historic Landmark designation, buildings and structures need to be at least 50 years of age. The topic must also have demonstrated historical significance and, in the case of buildings and structures, possess architectural significance as well.
2. Collin County must receive a written request detailing the historical site and marker specifications and logistics. A request must be made and placed on Commissioners Court. Upon receipt of a signed Court Order, the Marker can be made or received and placed at the site.

G. Inclement Weather

1. County forces will apply sand at the discretion of the Director of Public Works.

Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Joseph Cotton

AGENDA ITEM:
Approve a Resolution authorizing the redemption of Bonds issued for Public Improvement District purposes in connection with prepayments of assessments; delegating authority to the City Representative to instruct trustees to effect said redemptions; and enacting other provisions relating to the subject. (Director of Public Works Joseph Cotton)

SUMMARY:
Resolution authorizing the redemption of Bonds issued for Public Improvement District purposes in connection with prepayments of assessments; delegating authority to the City Representative to instruct trustees to effect said redemptions; and enacting other provisions relating to the subject.

FINANCIAL IMPACT:

BACKGROUND:
Staff recommends approval.

STRATEGIC CONNECTIONS:

ATTACHMENTS:
1. Redemption Resolution (Extraordinary Optional Redemption) v3

CITY OF ANNA, TEXAS

RESOLUTION NO. 2026-03-_____

A RESOLUTION AUTHORIZING THE REDEMPTION OF BONDS ISSUED FOR PUBLIC IMPROVEMENT DISTRICT PURPOSES IN CONNECTION WITH PREPAYMENTS OF ASSESSMENTS; DELEGATING AUTHORITY TO CITY REPRESENTATIVE TO INSTRUCT TRUSTEES TO EFFECT SAID REDEMPTIONS; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City of Anna, Texas (the "City") has issued, and there are currently outstanding, various series of bonds authorized to be issued pursuant to Chapter 372, Texas Local Government Code, as amended (the "PID Bonds"); and

WHEREAS, in each indenture of trust that governs the issuance of the respective series of PID Bonds (collectively, the "Indentures"), the trustee named therein (in each case, the "Trustee") is required to transfer monies received as prepayments of assessments to the Redemption Fund for said PID Bonds; and

WHEREAS, each Indenture provides for the "Extraordinary Optional Redemption" of PID Bonds upon said prepayment of assessments, wherein the City retains the option to use the proceeds of said prepayments to redeem PID Bonds outstanding, and requires the City to provide written direction to the Trustee in order to exercise such Extraordinary Optional Redemption; and

WHEREAS, the City Council finds and deems it necessary and in the best interests of the City to authorize the City's Director of Finance, Controller, Senior Accountant and Accountant to act as "City Representative" pursuant to each and every Indenture entered into by the City relating to the issuance of PID Bonds, including any Indenture entered into by the City hereafter, for purposes of providing such written direction to the respective Trustee; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the date, hour, place and subject of said meeting, including this Resolution, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551. Now, Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF ANNA, TEXAS, THAT:

SECTION 1. Findings.

The declarations, determinations and findings declared, made and found in the preambles to this Resolution are hereby adopted, restated and made a part of the operative provisions hereof. Capitalized terms used herein shall have the meanings assigned said terms in the respective Indenture.

SECTION 2. Appointment of City Representative.

Pursuant to the terms of each Indenture entered into by the City relating to the issuance of any series of PID Bonds, now or hereafter outstanding, the City's Director of Finance, Controller, Senior Accountant and Accountant are each hereby officially designated and appointed as a "City Representative", being the official or agent authorized by the City Council to act on behalf of the City in connection with any Extraordinary Optional Redemption of PID Bonds.

SECTION 3. Authorization of Actions.

Each City Representative is hereby authorized to sign and execute one or more City Orders, City Certificates, or similar directive required to be given by the City to the Trustee pursuant to the terms of the applicable Indenture entered into by the City in connection with the issuance of any and all PID Bonds, now or hereafter outstanding, in connection with any Extraordinary Optional Redemption of PID Bonds upon the occurrence of any prepayment of "Assessments". In connection therewith, each City Representative is authorized to prepare or cause to be prepared the respective notices of redemption of said PID Bonds, select which PID Bonds shall be called for redemption, if applicable, to enter into and execute on behalf of the City with the escrow agent or deposit agent named therein, an escrow agreement or deposit agreement, in the form and substance as shall be approved by said City Representative, which escrow agreement or deposit agreement will provide for the payment in full of the redemption price of PID Bonds on their redemption date, to authorize the purchase of securities and obligations authorized by law for the temporary investment of funds as may be necessary or appropriate for the escrow fund, and make any other election or selection required to be made by the City in connection with said Extraordinary Optional Redemption.

Each City Representative is further authorized to transfer funds required to be transferred in connection with said Extraordinary Optional Redemption.

The officers and employees of the City are hereby authorized and directed to take such actions and to execute and deliver such documents, orders and receipts, including without limitation material events notices with respect to the redeemed PID Bonds, as necessary or appropriate to consummate the transactions authorized by this resolution and to redeem the PID Bonds in accordance with the provisions and requirements of the respective Indenture.

SECTION 4. Effective Date. The provisions of this Resolution shall be effective immediately upon its passage and adoption.

(Execution Page Follows)

PASSED, APPROVED AND EFFECTIVE this March 24, 2026.

_____
Pete Cain, Mayor

ATTEST:

_____ [SEAL]
Carrie L. Land, City Secretary

Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Terri Doby

AGENDA ITEM:
Review Monthly Financial Report for the Month Ending February 28, 2026. (Director of Finance Terri Doby)

SUMMARY:
This report covers the financial performance for Fiscal Year 2026 through February 28, 2026.

FINANCIAL IMPACT:
Information only.

BACKGROUND:
The City of Anna's financial policies require the publication of a monthly financial report. Enclosed in the report is an executive dashboard that provides a high-level look at major funds along with detailed reporting of sales tax collections. The financial condition of the City remains strong and the reported funds adhere to fund balance requirements.

The FY2026 Budget was adopted on September 9, 2025.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Excellent.

ATTACHMENTS:
1. FY2026 City Council Monthly Financial Report February

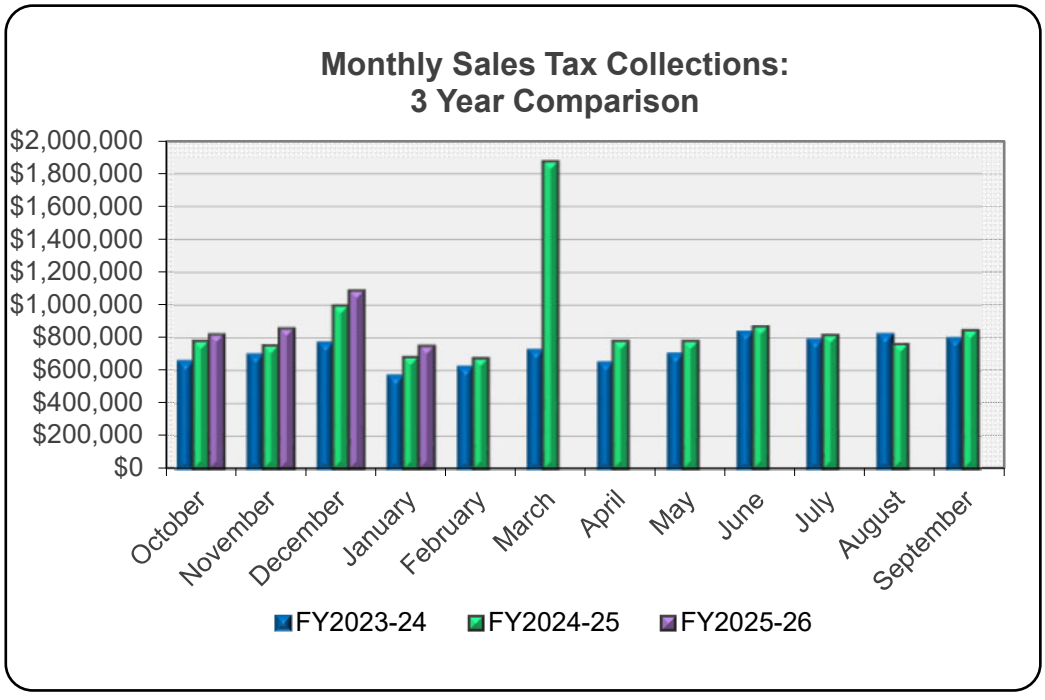
CITY OF ANNA
GENERAL & UTILITY FUNDS DASHBOARD
Through February 28, 2026

Positive	Positive variance compared to historical trends
Warning	Negative variance of 3%-5% compared to historical trends
Negative	Negative variance of >5% compared to historical trends

	FY2026 Budget	FY2026 YTD	%	Favorable / Unfavorable
REVENUES				
General Fund				
Property Taxes	$ 14,606,393	$ 13,315,786	91%	Property taxes are collected in Jan. & Feb.
Sales Tax	6,030,000	2,194,329	36%	Reflects four months of remittances.
Franchise and Local Taxes	1,250,000	268,423	21%	Franchise fees are collected yearly and quarterly.
Charges for Services	1,384,086	750,802	54%	
Permits, Licenses and Fees	5,396,000	2,008,230	37%	
Intergovernmental	-	28,600	100%	
Fines	400,000	159,314	40%	
Investment Income	800,000	136,975	17%	
Other Revenues	-	733,150	100%	
Revenue Total	**$ 29,866,479**	**$ 19,595,609**	66%	With 42% of the year expired, revenues recorded in the General Ledger are at 66% of budget.
EXPENDITURES				
General Fund				
Expense Total	**$ 29,858,950**	**$ 12,083,881**	40%	With 42% of the year expired, expenses are 40% of budget.
Utility Fund				
REVENUES				
Water Sales	$ 14,112,700	$ 4,735,564	34%	Water sales are traditionally lower in winter.
Sewer Charges	10,700,000	3,884,051	36%	Wastewater sales are traditionally lower in winter.
Sanitation Revenue	3,744,000	1,511,719	40%	
Other Charges for Services	890,000	231,762	26%	Lower than expected tap fees and meter install fees.
Permits, Licenses and Fees	900,000	1,276,910	142%	
Investment Income	702,000	329,113	47%	
Other Revenues	-	77,449	100%	
Utility Fund Total	**$ 31,048,700**	**$ 12,046,568**	39%	With 42% of the year expired, revenues recorded in the General Ledger are at 39% of budget.
EXPENDITURES				
Administration	$ 1,127,420	$ 758,942	67%	Includes one-time expense for property and liability insurance.
Water	9,593,543	3,931,751	41%	
Sewer	14,466,136	1,719,720	12%	
Sanitation	3,738,000	1,401,463	37%	
Utility Billing	1,653,539	589,134	36%	
Engineering	1,111,373	342,703	31%	
Utility Fund Total	**$ 31,690,011**	**$ 8,743,713**	28%	With 42% of the year expired, expenses are 28% of budget.

CITY OF ANNA
Schedule of Sales Tax Collections
January 31, 2026

	2024-26 Collections Monthly	% Change from Prior Year	2024-25 Collections Monthly
October	$ 820,089	5%	$ 780,090
November	855,966	14%	753,401
December	1,085,565	9%	995,930
January	749,307	10%	682,766
February			675,214
March			1,873,725
April			779,340
May			780,970
June			867,435
July			817,173
August			761,329
September			844,898
	$ 3,510,927		**$ 10,612,271**
Budget:	9,650,000	36%	8,220,000



Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Kevin Bates

AGENDA ITEM:
Approve a Resolution of the City Council of the City of Anna, Texas, finding that a public necessity exists for acquisition of a permanent water easement along State Highway 5 authorizing the City Manager, staff, contractors, and the city's attorneys to acquire said easements by any lawful means, including but not limited to negotiations, and, if necessary, proceedings in eminent domain; providing an effective date. (City Engineer Kevin Bates, P.E.)

SUMMARY:
The City has a Capital Improvement Project to re-locate and expand water and sanitary sewer utilities in the SH5 phase 2 corridor. TxDOT is seeking to widen SH5 to a 4-lane divided roadway, which requires this work to be completed in the very near future. The design plans for the utilities are 90% complete, the City will start acquiring the required easements for the project after council's approval.

It is important to note that TxDOT requires the City to relocate our water mains and sewer mains outside of their new right-of-way - which is the reason the City must acquire the easements where the new utilities will be located. TxDOT cannot construct SH5 until the City has relocated all of our utilities.

Staff and our property acquisition team will work to reach a reasonable negotiated settlement with the owners and acquire the easement. However, we want to make sure that the City Council has granted staff all options available, including condemnation. If approved, this item will authorize the City to negotiate with the landowner's agent for the purchase of the necessary water easement based on the appraised value of the property and in accordance with state law.

FINANCIAL IMPACT:
The funding source for the acquisition of the easement is Water Impact Fees and TxDOT reimbursement. The final cost of the easement will be determined as negotiations take place.

BACKGROUND:
Staff recommends approval of the resolution of the City Council of the City of Anna, Texas, finding that a public necessity exists for acquisition of a permanent water easement, authorizing the City Manager, staff, contractors, and the city's attorneys to acquire said easements by any lawful means, including but not limited to negotiations,

and, if necessary, proceedings in eminent domain; providing an effective date.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Resilient.

ATTACHMENTS:

1. Resolution - Public Necessity Water Easement - Hwy 5 Water Line C21005D20260318DO1
2. Easements 1 (1)

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, FINDING THAT A PUBLIC NECESSITY EXISTS FOR ACQUISITION OF A PERMANENT WATER EASEMENT ON AND UNDER REAL PROPERTY LOCATED IN THE ANNA ISD PARK ADDITION, SHADOWBEND COMMERCIAL ADDITION, RCI ANNA 30 GP ADDITION, TARA FARMS ADDITION, AND THE Z. F. LESTER SURVEY AND ALONG STATE HIGHWAY 5 FROM ANTHONY STREET TO COUNTY ROAD 373 AUTHORIZING THE CITY MANAGER, STAFF, CONTRACTORS, AND THE CITY'S ATTORNEYS TO ACQUIRE SAID EASEMENTS BY ANY LAWFUL MEANS, INCLUDING BUT NOT LIMITED TO NEGOTIATIONS, AND, IF NECESSARY, PROCEEDINGS IN EMINENT DOMAIN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna plans to construct and/or install waterlines and associated appurtenances to meet the public need to provide water system improvements to benefit the City of Anna, its citizens and the general health, safety and welfare; and

WHEREAS, the Texas Department of Transportation ("TxDOT") and Collin County ("the county") have agreed to participate in a roadway expansion project for State Highway 5 as it passes through the City of Anna, and in conjunction with which, TxDOT and the county have agreed to reimburse the City for a substantial percentage of its costs in relocated utility infrastructure and accommodating the wider roadway;

WHEREAS, it is necessary to acquire a certain permanent waterline easements not now held by the City of Anna for relocation of utility infrastructure displaced by TxDOT and the county; and

WHEREAS, it is necessary for the City to use its authority to pursue negotiations for the acquisition of said easements and/or to pursue the easements under power of eminent domain.

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

Section 1. Incorporation of Recitals; Purpose

1.01 The City Council finds that the above-stated recitals are true and correct and said recitals are incorporated herein as if set forth in full for all purposes.

1.02 This resolution is intended to comply in all respects with Texas Government Code § 2206.001, et seq., Texas Local Government Code § 251.001, *et seq*., and Texas Property Code § 21.001 *et seq*., to the extent the provisions of such statutes are applicable, and to comply with all other applicable law.

1.03 The City Council, by this resolution, intends, if necessary, to exercise the City's powers of eminent domain under Texas Local Government Code § 251.001 and any and all other applicable law.

Section 2. Easements to be Acquired

2.01 The necessary permanent water easements sought to be acquired will provide exclusive rights on and under a portions of tracts of real property in the general locations depicted in the attached Exhibit A, which is incorporated herein for all purposes (said easements called “Permanent Water Easements” herein). These parent parcels for the needed Permanent Water Easments are located in various additions to the City, namely: S9151 ANNA ISD PARK ADDITION; S13571 SHADOWBEND COMMERCIAL; S13535 RCI ANNA 30 GP ADDITION; S8534 TARA FARMS; S4821 TARA FARMS; S4599 TARA FARMS; and the ABS A0546 Z F LESTER SURVEY, and are held by various owners as of the date this resolution is adopted. The precise Permanent Water Easements to be acquired may differ in final size or placement from what is shown in Exhibit A, but said alignment and description approximates the general route and general area of the permanent land interests to be acquired from the various parcels.

Section 3. Finding of Public Necessity and Authorization to Take Action

3.01 The City Council finds a public necessity for the public welfare and convenience to acquire the Permanent Water Easements identified in Section 2, above, for the purpose of constructing, laying, maintaining, repairing and/or replacing water lines, and related appurtenances. The City Council authorizes the City Manager, City staff and/or City consultants or contractors, and Wolfe, Tidwell & McCoy, LLP, attorneys, and other legal counsel if determined necessary by said attorneys, to acquire the needed land interests by any lawful means including but not limited to negotiations with landowners and, if necessary, proceedings in eminent domain.

3.02 The City Council by this resolution directs the City Manager, his staff, and Wolfe, Tidwell & McCoy, LLP, attorneys, and other legal counsel if determined necessary by said attorneys—as necessary and in the appropriate sequence—to have the needed land interests appraised by a certified appraiser, to send the landowner(s) a copy of the appraisal and the State of Texas Landowner’s Bill of Rights prepared by the Office of the Attorney General of Texas, to enter into good-faith negotiations with the landowner(s), to make a bona-fide offer and make any necessary initial and final monetary offers in an attempt to acquire the water easements consistent with the appraisal(s), when appropriate, and to convey the City’s desire to acquire the necessary property interests in an efficient manner, and, if necessary, to institute proceedings in eminent domain and take all necessary actions in such proceedings to condemn and acquire the interests described in Section 2. The City Council hereby authorizes and ratifies any such actions taken thus far, and hereby further asserts its full authority, to the greatest extent provided by law, to acquire the Permanent Water Easements identified in Section 2, above.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 24th day of March, 2026.

ATTEST:

_____
City Secretary, Carrie Land

APPROVED:

_____
Mayor, Pete Cain


CO 373
Public Works Department
SecurCare Self Storage
Easement P11
Easement P9/P10
Easement P8
Easement P5/P6/P7
Joe K Bryant Elementary
75
Easement P4
CO 371/376
Kinsman Self Sto
Easement P3
5
Easement P2
Anna High School
Rosamond PKWY
leadows by
Homes
Slayter
Creek Park
Houston St
Houston St
Easement P1
Coventry Homes
- Meadow Vista
Yardly Town Center
Hackberry Ln
5
Neig
Google Maps

Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Terry Eoff

AGENDA ITEM:
Approve a Resolution Authorizing the Anna Police Department to apply for the Motor Vehicle Crime Prevention Authority Grant. (Assistant Chief Terry Eoff)

SUMMARY:
The program provides grant funding to law enforcement agencies and task forces to support specialized enforcement, investigation, and public awareness efforts aimed at preventing vehicle theft and recovering stolen vehicles. MVCPA grants help agencies fund personnel, equipment, and training dedicated to combating organized auto theft rings and improving coordination among local, state, and federal partners. The authority is funded through a small fee collected from automobile insurance policies issued in Texas and is administered through the Texas Department of Motor Vehicles.

FINANCIAL IMPACT:
$10,000.00

BACKGROUND:
The Motor Vehicle Crime Prevention Authority (MVCPA) provides grant funding to law enforcement agencies across Texas to help prevent motor vehicle theft and related crimes. If awarded, the City of Anna will use the grant funding to invest in automated license plate reader cameras from Flock Safety. These cameras help law enforcement identify stolen vehicles, locate suspects involved in criminal activity, and enhance investigative capabilities, ultimately improving public safety and crime prevention within the community.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Safe.

ATTACHMENTS:
1. MVCPA_Resolution_City_of_Anna
2. Resolution Exhibit A MVCPA-Plan-of-Operation-FY26-FY27

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS, APPROVING AN APPLICATION FOR THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY GRANT PROGRAM AND AUTHORIZING CITY STAFF TO EXECUTE SAME.

WHEREAS, the Motor Vehicle Crime Prevention Authority ("MVCPA") was established by the Texas Legislature pursuant to Article 4413(37), Texas Civil Statutes, to provide financial support to local law enforcement agencies for programs designed to reduce motor vehicle theft, increase recovery rates, and enhance detection and prosecution of offenders; and

WHEREAS, the City of Anna has experienced motor vehicle crime, with nineteen (19) Unauthorized Use of Motor Vehicle (UUMV) incidents reported in 2023, twenty-nine (29) in 2024, and eighteen (18) in 2025, along with fifty-eight (58) vehicle burglaries in 2023, twenty-six (26) in 2024, and twenty-three (23) in 2025; and

WHEREAS, the Anna Police Department seeks to deploy Flock Safety License Plate Reader (LPR) cameras at key ingress and egress corridors and implement public awareness programming designed to reduce motor vehicle crime; and

WHEREAS, the MVCPA grant program has funding available for FY2027, with the projected total project cost being $50,000.00, consisting of $40,000.00 in grant funds (80%) and $10,000.00 in local matching funds (20%), and has promulgated a Plan of Operation for fiscal years 2026-2027 (attached hereto as Exhibit A, and incorporated herein by reference); and

WHEREAS, the City Council of Anna, Texas ("City Council") finds it in the best interest of the citizens of the City of Anna ("City") that the Anna Police Department submit an application for MVCPA grant funding to obtain the equipment and implement programs described above as soon as practicable; and

WHEREAS, the City Council agrees to provide any applicable matching funds for the said project as required by the MVCPA grant application, if approved by the grant administrator, for use in supporting the MVCPA programs; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the MVCPA funds, City Council assures that the funds will be returned to the Motor Vehicle Crime Prevention Authority in full or otherwise disposed of in accordance with applicable law; and

WHEREAS, the City Council designates the Anna Police Chief as the grantee's authorized official. The authorized official, and his/her designees, is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City Council designates its Finance Director as the grantee's financial officer. The financial officer and his/her designees are given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to authorize its staff to complete the MVCPA grant application and take such additional action as necessary for eligibility for MVCPA funds; and

NOW THEREFORE, BE IT RESOLVED that the City Council approves submission of the grant application for MVCPA to the Motor Vehicle Crime Prevention Authority, as further detailed below:

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

Section 1. Recitals Incorporated.

The recitals above are incorporated herein as if set forth in full for all purposes.

Section 2. Approval and Authorization of Agreement and Matching Funds.

The Anna Police Chief's designee(s) are hereby authorized to execute all documents and to take all other actions necessary to apply for and receive funds through the MVCPA Grant Program to support acquisition of the equipment and implementation of programs described above. Should any matching funds be required to receive MVCPA grant funding, City staff is authorized to provide same through appropriate existing budget allocations, if the amount is not within the discretionary purchasing authority of the City Manager (considering only present funds). If sufficient matching funds are not immediately available through a combination of the existing budget items and said discretionary purchasing authority, City staff shall prepare a budget amendment and present the same to the City Council for further action.

Section 3. Effective Date.

This resolution is effective immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this _____ day of _____ 2026.

ATTEST:

_____
City Secretary Carrie Land

Approved:

_____
Mayor Pete Cain

Exhibit A

MOTOR VEHICLE CRIME PREVENTION AUTHORITY

PLAN OF OPERATION

PREPARED FOR THE TEXAS LEGISLATURE FOR FISCAL YEARS 2026-2027

Texas Department *of* Motor Vehicles

TEXAS MOTOR VEHICLE CRIME PREVENTION AUTHORITY BOARD

The MVCPA is comprised of a 7-member governor-appointed board which includes the Director of the Texas Department of Public Safety (TxDPS) who serves as an ex-officio member or delegates this role to a member of his TxDPS Executive staff. The program is administratively attached to the Texas Department of Motor Vehicles (TxDMV) and staffed as a division of TxDMV employees. This Plan of Operation is submitted by TxDMV on behalf of the MVCPA.

CHIEF MIGUEL "MIKE" RODRIGUEZ – PRESIDING OFFICER
LAW ENFORCEMENT REPRESENTATIVE

MS. CHARLA BROTHERTON
INSURANCE REPRESENTATIVE

MR. SCOTT JACKSON
INSURANCE REPRESENTATIVE

COMMANDER THOMAS SLOAN
LAW ENFORCEMENT REPRESENTATIVE

DIRECTOR FREEMAN F. MARTIN
EX-OFFICIO, DEPARTMENT OF PUBLIC SAFETY
DESIGNEE: MAJOR SHARON JONES

MS. REBECCA CANTU SERRANO
INSURANCE CONSUMER REPRESENTATIVE

MS. KIT WHITEHILL
INSURANCE CONSUMER REPRESENTATIVE

WILLIAM DIGGS
MVCPA DIRECTOR
512-465-5657
WILLIAM.DIGGS@TXDMV.GOV

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1

ASSESSMENT OF THE SCOPE OF THE PROBLEM 2

- CRIME REPORTING AND MOTOR VEHICLE CRIME 3
- MOTOR VEHICLE THEFT 4
- SIGNIFICANT MVT TRENDS REPORTED BY LAW ENFORCEMENT TASKFORCES 7
- BURGLARY OF A MOTOR VEHICLE 8
- SIGNIFICANT BVT TRENDS REPORTED BY LAW ENFORCEMENT TASKFORCES 9
- FRAUD RELATED MOTOR VEHICLE CRIME (FRMVC) 10

ANALYSIS - METHODS OF COMBATING THE PROBLEM 13

- COLLABORATIVE LAW ENFORCEMENT FUNDING 14
- MVCPA PERFORMANCE MEASURES 17
- LAW ENFORCEMENT TRAINING 18
- PUBLIC EDUCATION AND PUBLIC AWARENESS EFFORTS 19

PLAN FOR PROVIDING FINANCIAL SUPPORT 20

- GRANT FUNDING ACCOUNTABILITY 21
- IMPROVE COORDINATION 24
- CONTINUE PROMOTING AND PROVIDING MOTOR VEHICLE CRIME INVESTIGATOR TRAINING 24
- PUBLIC EDUCATION AND AWARENESS EXPANSION 24
- INSURANCE INDUSTRY COOPERATION TO COMBAT CRIME 25
- BORDER AND PORT SECURITY IMPROVEMENT 25
- PROMOTING INSURER COMPLIANCE WITH THE MVCPA MOTOR VEHICLE INSURANCE FEE 25
- INTERCONNECTIVITY BETWEEN URBAN AND RURAL LAW ENFORCEMENT 26

ESTIMATE OF FUNDS REQUIRED TO IMPLEMENT PLAN 27

FY26-27 MVCPA PLAN OF OPERATION FUNDING REQUEST 28

PAGE INTENTIONALLY LEFT BLANK



December 1, 2024

EXECUTIVE SUMMARY

Created in 1991, the Motor Vehicle Crime Prevention Authority (MVCPA) has become an invaluable resource to Texas Law Enforcement. In 2024, MVCPA will celebrate the 31st anniversary of the first grants issued in 1993. The vision of the MVCPA is to empower local law enforcement agencies and communities to combat and prevent motor vehicle theft, motor vehicle burglary, and fraud related-motor vehicle crime so that all Texans will be free from harm and loss caused by these types of crime. Motor vehicle crime has real debilitating effects on people's lives. The loss of approximately 5 billion dollars each year is staggering. To combat and prevent this loss, MVCPA funds 24 law enforcement taskforces throughout the state and over 310 support staff and law enforcement investigators who have received highly specialized training in the detection of stolen motor vehicles and apprehension of criminals who commit motor vehicle crimes.

Senate Bill 224 (SB 224), 88th Legislature, Regular Session, created enhanced criminal penalties related to criminal conduct involving catalytic converter theft and administrative penalties relating to regulatory provisions for metal recycling entities (MRE). The MVCPA was charged with the development and implementation of a Plan of Operation to coordinate activities with the Texas Department of Public Safety (TxDPS), the Texas Department of Licensing and Regulation (TDLR), and the Texas Department of Motor Vehicles (TxDMV). The MVCPA awarded additional grants to 30 law enforcement agencies and taskforces in 2024 to combat catalytic converter crimes.

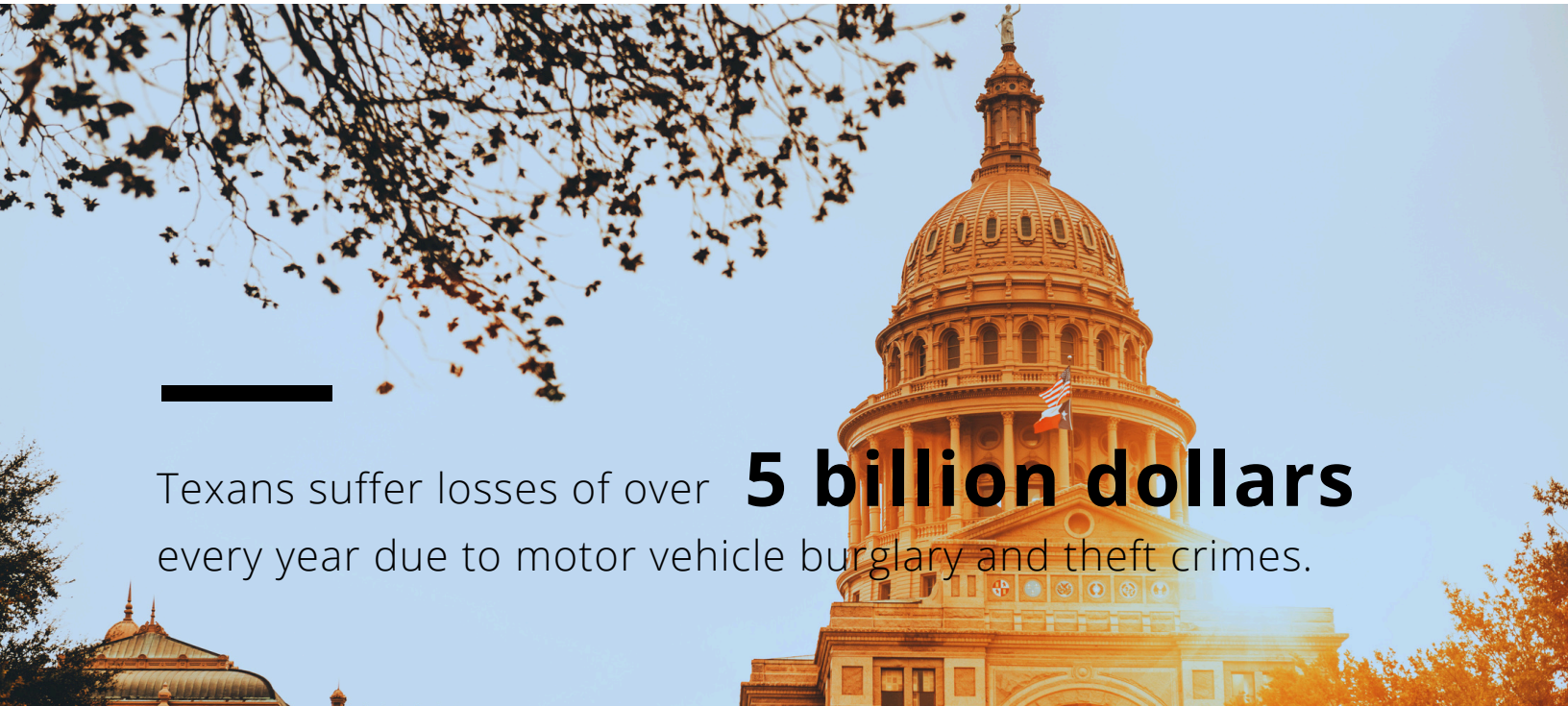
This Fiscal Year (FY) 2026-2027 Plan of Operation informs the Texas Legislature of the status of MVCPA activities and of the efforts of the statewide network to combat and reduce motor vehicle and catalytic converter crimes. The statutorily required plan (see Transportation Code §1006.102) provides an assessment of the scope of the problems caused by motor vehicle crimes, an analysis of methods of combating these crimes, a plan to provide financial support for programs, including the collection of funds from insurers, and an estimate of the amount of funds required to implement the Plan of Operation.

ASSESSMENT OF THE SCOPE OF THE PROBLEM

TYPE OF CRIME	NUMBER	VALUE OF LOSS
Burglary of a Motor Vehicle and Theft of Parts	183,055	$ 412,339,840
Motor Vehicle Theft	126,241	$ 4,694,815,952
	CY 2023 Total Loss	**$ 5,107,155,792**

Source: The Crime in Texas Report for 2023, Texas Department of Public Safety, ***CY= calendar year***

Victims of motor vehicle crimes suffer additional hardships well beyond financial losses. These include costs such as lost work time, lost wages, lost business revenue, inconvenience of unplanned expenses, and the loss of community safety. Many additional losses to Texans (e.g. damage to cars during the break-in, the losses from fraudulent use of stolen credit cards, etc.) associated with these specific motor vehicle crimes get reported in different crime classifications with a higher degree of punishment.



CRIME REPORTING AND MOTOR VEHICLE CRIME

MVCPA is charged with combating Motor Vehicle Theft (MVT), Motor Vehicle Burglary (referred to as BMV), and Fraud-related Motor Vehicle Crime (FRMVC). The data from the reported incidents (or the presence of crime) come from local law enforcement agencies. All Texas law enforcement agencies voluntarily report all crime data to TxDPS. Calendar year (CY) 2023 is the last full year of crime data reporting. Texas criminal records submission processes were changed from the Uniform Crime Reporting (UCR) process to the National Incident Based Reporting System (NIBRS) in 2019. More information about Texas crime reporting can be found at https://www.dps.texas.gov/section/crime-records. This change and corresponding decisions about how crime is categorized and collected have decreased MVCPA's ability to report in the same manner as in the past for incidents and financial losses on BMV and FRMVC.

The NIBRS methodology of crime reporting continues to track MVT as a major index crime. Larceny from a motor vehicle and larceny of motor vehicle parts were the two crimes that constituted BMV but are no longer listed as distinct categories under NIBRS. NIBRS includes the two larceny crimes generally under "Larceny/Theft" and includes additional types of theft as indicated in Texas Penal Code section 31.03. Some agencies continue to collect this data locally because they have a high impact in the local community. For example, catalytic converter thieves are constantly looking for opportunities to remove, steal, and sell catalytic converters from vehicles, potentially jeopardizing the safety of vehicle owners if they encounter the suspect during the commission of the crime.

FRMVC is not identified as a single category under NIBRS (and was not previously identified under UCR). There are many types of fraud offenses not associated with FRMVC, making it difficult to obtain accurate numbers for title and registration fraud, vehicle finance fraud, insurance fraud and other types of fraud associated with a motor vehicle committed by criminals. The MVCPA activity reporting will continue to show arrests, recovery of property, and cases cleared through the grant programs.

> DON'T BECOME A VICTIM
> – "IF YOU LIKE IT – LOCK IT"

MOTOR VEHICLE THEFT

Motor vehicle theft (MVT) is tracked at the national and state level as a major index crime. The TxDPS annual report "Crime in Texas", defines Motor Vehicle theft as "...the theft or attempted theft of a motor vehicle which is defined as a self-propelled vehicle that runs on land surfaces and not on rails." Beginning in 2019, NIBRS allowed multiple crimes in one incident to be reported together. Under the previous UCR hierarchical system, only the most serious crime (e.g., murder, kidnapping, etc....) was reported when it occurred simultaneously with a motor vehicle theft. Because of this change, reported incidents of MVT and losses greatly increased in 2019.

Crime Volume by Offense, 2022 vs 2023

Offense	2022	2023	% Change
Aggravated Assault	92,001	86,254	-6.2 ▼
Robbery	21,269	21,068	-0.9 ▼
Rape	11,620	11,062	-4.8 ▼
Murder and Nonnegligent Manslaughter	2,069	1,847	-10.7 ▼
Human Trafficking - Commercial Sex Acts	394	326	-17.3 ▼
Human Trafficking - Involuntary Servitude	226	200	-11.5 ▼
Violent Crime Total	**127,579**	**120,757**	-5.3 ▼
Larceny[1]	499,119	473,190	-5.2 ▼
Motor Vehicle Theft	100,829	126,241	25.2 ▲
Burglary/Breaking and Entering	101,517	92,969	-8.4 ▼
Arson	2,931	2,575	-12.1 ▼
Property Crime Total	**704,396**	**694,975**	-1.3 ▼

[1] Includes all types of larceny and theft, except motor vehicle theft.

Table uses NIBRS data and may not match SRS (Summary) totals, due to differences in methodologies.

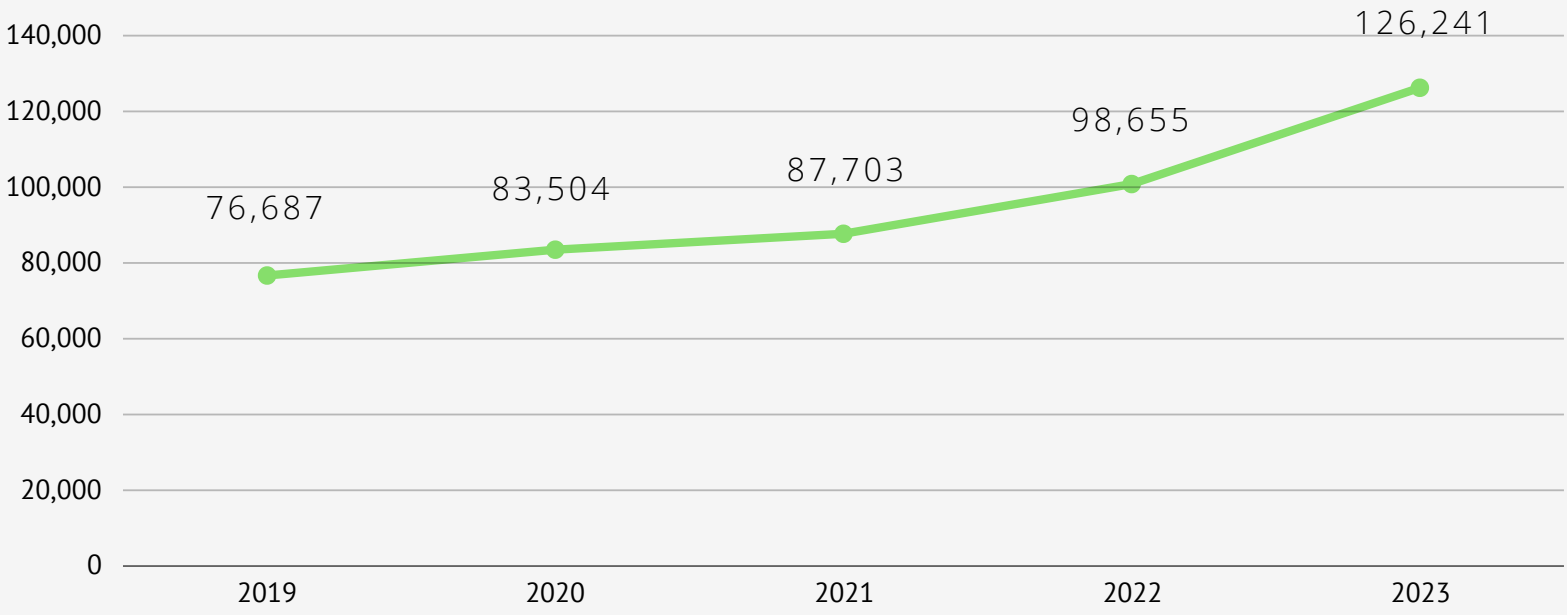
Source: The Crime in Texas Report for 2023, Texas Department of Public Safety

BASED ON THE TEXAS DEPARTMENT OF PUBLIC SAFETY 2023 CRIME IN TEXAS REPORT,

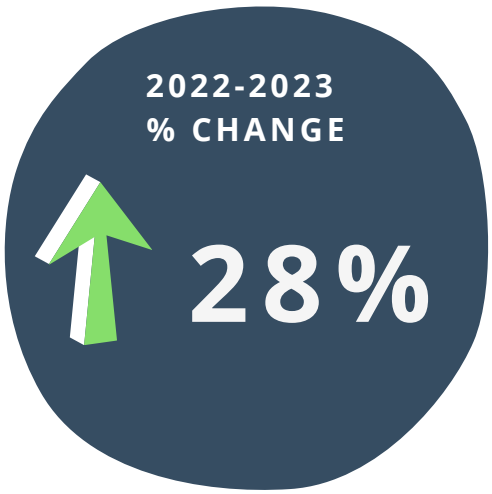
THE CRIME RATE AND VOLUME OF INDEX CRIMES HAS DECREASED FROM 2022 TO 2023 IN ALL CATEGORIES EXCEPT FOR MOTOR VEHICLE THEFT.

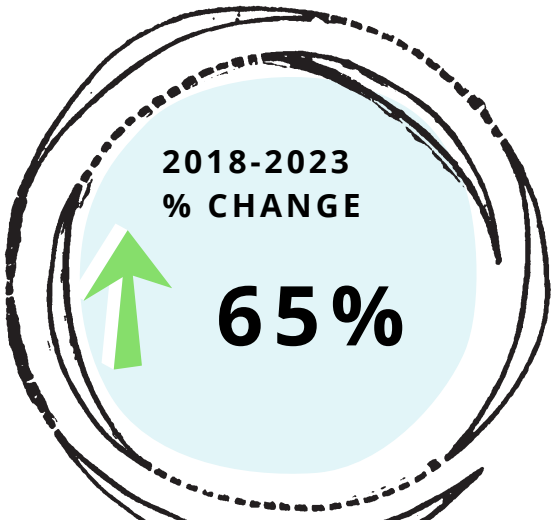
MOTOR VEHICLE THEFT INCREASED IN VOLUME BY 25.2%.

CRIME VOLUME FROM YEAR TO YEAR - MOTOR VEHICLE THEFT



Source: The Crime in Texas Report for 2023, Texas Department of Public Safety





MVT occurs throughout Texas but is highly concentrated in urban areas. The twenty counties that reported the highest number of motor vehicle thefts are closely aligned to the highest in population. In the chart below, the top five population centers in Texas remain consistent in the highest incidents of reported MVT over the years. Most of these counties may move up or down slightly but remain consistent year after year within the top twenty rankings.

Top 20 Counties – Motor Vehicle Theft CY2023

COUNTY	TOTAL
Harris County	32,506
Dallas County	26,295
Bexar County	21,689
Tarrant County	8,424
Travis County	8,117
El Paso County	2,708
Collin County	1,299
Hidalgo County	1,215
Bell County	1,191
Lubbock County	1,138
Denton County	1,109
Nueces County	1,106
Montgomery County	1,065
Fort Bend County	916
Cameron County	817
Williamson County	709
Galveston County	695
Potter County	685
Jefferson County	669
McLennon County	576

Compiled from data published by the Texas Department of Public Safety

SIGNIFICANT MVT TRENDS REPORTED BY LAW ENFORCEMENT TASKFORCES

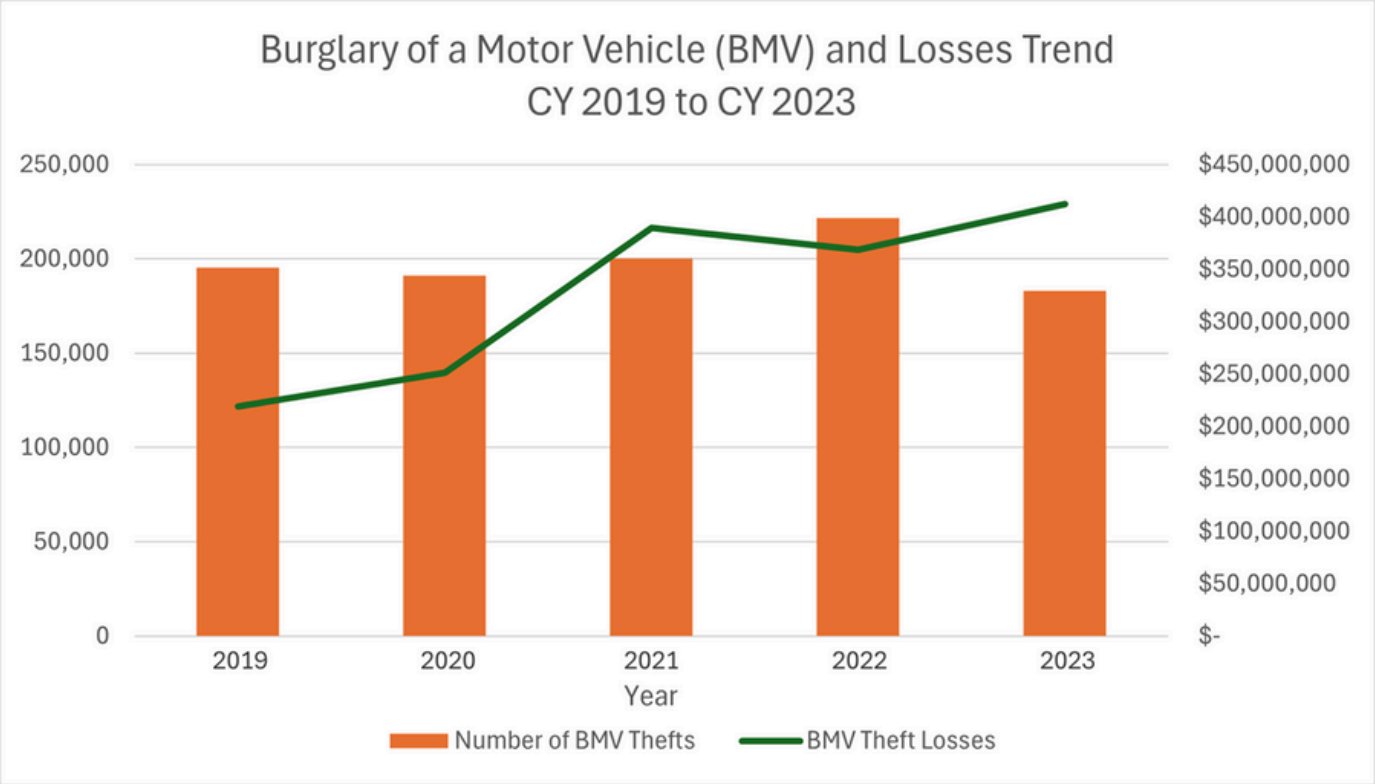
As part of the grant administration process, MVCPA taskforce commanders complete and submit operational and progress reports to the MVCPA. In order to identify MVT trends, they provide a year-end summary each year. Taskforces have reported for over a decade that owners leaving their keys inside or near the vehicle greatly increases the risk of theft. Owners leaving their vehicles running at home or at stores is another major contributor to theft according to many taskforces. In Texas, many vehicles whose theft was facilitated with a key remain unrecovered. The number of borders and ports in Texas may account for the lower number of stolen vehicles recovered. Bridge crossings into Mexico allows opportunities for criminals to export a stolen vehicle before it is reported stolen. In conjunction with this trend, criminals sell stolen vehicles on social media. Social media used by criminals is identified by most taskforces as a significant factor in MVT. The majority of taskforces also report that stolen vehicles are used to commit other crimes. This is consistent with the International Chief of Police Association - Motor Vehicle Crime Committee findings that many crimes start with a stolen vehicle. For example, the use of stolen vehicles for human trafficking is common in Texas.

A prevalent element of MVT is the use by criminals of various technologies to defeat secure motor vehicle ignition systems. MVCPA taskforces report in most larger jurisdictions the common use by criminals of modified vehicle components to allow entry and to start and steal vehicles. These illegally modified components allow criminals to bypass the manufacturers' security programs and systems, especially in newer vehicles. Some criminals have developed methods to clone keys or the key's signal. Taskforces report the increased use of technology to defeat manufacturer technology as a trend. Almost all large urban areas have seen the use of this technology to steal motor vehicles. The recovery rates of vehicles stolen in this manner are low. When these new cars are recovered, they are often times discovered dismantled. Evidence developed and secured by taskforces ties the use of these technologies to gangs and to organized crime. Taskforces report gang and organized crime continue to play significant roles in MVT in Texas. Additionally, taskforces report a heavy concentration of motor vehicles being stolen from motor vehicle dealerships using distraction techniques such as swapping key fobs, insider dealership employee jobs, and fraudulent purchases.

BURGLARY OF A MOTOR VEHICLE

Burglary of a motor vehicle (BMV) is a prevalent and costly crime in most Texas communities. Many incidents go undetected, unreported, or classified as other crimes. BMV is comprised of incidents and losses reported to TxDPS by local agencies under the categories of Theft From a Motor Vehicle and Theft of Motor Vehicle Parts and Accessories. As discussed above, changes in NIBRS impact prospective analysis and reporting of this criminal activity.

Calendar year 2023 data shows that there were 183,055 BMV incidents statewide. While this is a decrease in reported incidents statewide from the prior year, the financial losses associated with BMV crimes continue on an upward trend. Losses increased by over $43 million to an estimated $412 million. This could be attributed to increases in the value of vehicle parts stolen such as catalytic converters and criminal jugging incidents.



Reported incidents of BMV and the losses tend to vary over time indicating that this crime may be tied more closely to other factors. These factors can include community choices of prosecution, implementation of curfews, or community socio-economic levels. As with MVT, BMV tends to be pervasive in some jurisdictions such as large cities and cities along the US border with Mexico. In other communities and outlying subdivisions, BMV is often random and episodic with dozens or hundreds of cases at once. For instance, recently the Laredo Taskforce obtained intelligence information regarding one gang training its members to focus on weapon thefts from motor vehicles.

SIGNIFICANT BMV TRENDS REPORTED BY LAW ENFORCEMENT TASKFORCES

MVCPA taskforce commanders complete operational and progress reports as a part of the grant administration process. Each year, they provide a year-end summary to help identify BMV trends.

BMVs are most often motivated by unlocked doors and/or belongings laying in plain sight inside a motor vehicle. In the majority of BMV cases, owners leave their vehicles unlocked. As a result, taskforces report that car hopping/car flipping is the most prevalent method used by criminal actors. A typical scenario involves a perpetrator who searches for a location with a large number of motor vehicles, such as parking lots or crowded residential streets, and quickly flips as many motor vehicle door handles as possible (checking for unlocked cars). After entering the unlocked vehicles, the perpetrator steals its contents.

Weapons are often stolen once thieves gain access to a vehicle. The majority of taskforces identified the theft of weapons as the most prevalent trend in their respective communities. It's common for car flippers to steal guns throughout the state, but many jurisdictions in southeast Texas are also seeing new predatory theft methods. "Gun jugging" occurs when perpetrators watch gun ranges, gun shows, or vehicles appearing to be returning from hunting excursions. Unsuspecting victims, who show signs of guns in their vehicles, are then followed to other stops and even their homes. After parking, thieves quickly break into the parked vehicles. In some cases, thieves don't wait until the vehicles are parked and instead rob the gun owners. Since BMV is only classified as a misdemeanor, many taskforces believe that the reward-to-risk ratio is causing these incidents to increase.

The term "bank jugging" refers to predators watching activities in financial institutions and observing people leaving with large sums of money. People are followed by these predators, who break into vehicles and steal money when they find an opportunity. Crimes of this type are also on the rise across the state.

The taskforce commanders also identified the following factors as contributing to increased incidents of BMV:
1) drug involvement
2) organized crime and gang involvement
3) juvenile and youthful offender involvement
4) the use of social media to coordinate the crime or sell stolen goods

A total of 41,349 incidents of stolen vehicle parts have been reported in Texas in 2023, totaling more than $86 million in losses. Taskforces report tailgates and catalytic converters as the most common stolen parts items. Once removed from a motor vehicle, both stolen parts are difficult to trace.

FRAUD RELATED MOTOR VEHICLE CRIME (FRMVC)

Various crimes constitute the FRMVC offenses. These crimes are not reported under a specific crime category like motor vehicle theft. Fraud is a powerful tool that criminals and organized criminal enterprises use to convert stolen property into liquidated funds or illegally export the motor vehicles out of Texas. Combating fraud-related motor vehicle crime was added to the responsibilities of MVCPA by the 86th Texas Legislature, Regular Session (see Senate Bill 604). In the first year of this expanded responsibility, taskforces reported over $3 million in losses from these crimes. Taskforces often pursued these crimes in the past along with co-occurring motor vehicle theft since MVCPA was not authorized to fund programs for these purposes until FY20. While the taskforces priority remains motor vehicle theft, today MVCPA taskforces are pursuing more fraud-related motor vehicle crimes.

FRMVC crimes take place throughout the state, the largest impact on Texans occurs in the larger metropolitan cities. Urban areas have a higher concentration of motor vehicles, transactions and people that make it easier to hide the illegal activity in plain sight. Emission inspections are limited to urban counties thus raising these fraudulent transactions only in those areas.

The training and expertise that MVCPA-funded law enforcement investigators (and those trained by the MVCPA) contribute are invaluable to identifying these crimes. Only motor vehicle theft investigators are authorized to have unqualified access to the proprietary and confidential databases owned by motor vehicle manufacturers and managed by the National Insurance Crime Bureau (NICB). Taskforce investigators often work closely with TxDMV to solve these crimes and protect Texans.

Types of motor vehicle fraud are:

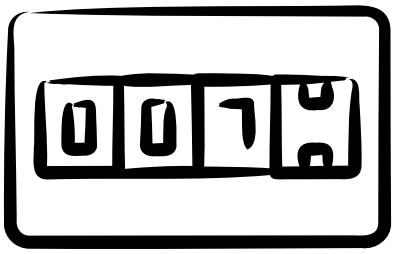
Title Fraud – Criminals provide fictitious paperwork for stolen vehicles. Non-English-speaking communities are the most vulnerable to receive these fake titles and other documents. These crimes also cost the State of Texas millions of dollars in taxes, fees, and highway funds each year, while defrauding consumers of proper ownership documents. Filing false liens against motor vehicles is common in title fraud cases. In some jurisdictions, these crimes have been reported to negatively impact the local auto sales market due to lost transactions.

Registration Fraud – This crime reduces the receipt of highway revenue to the State of Texas. Fraudulent paper tags are commonly used by many different crime groups to hide the identity of the vehicle used in the commission of crimes. Examples of crimes committed are: theft, narcotics, robbery, and other fraudulent criminal activity. MVCPA has coordinated with TxDMV to establish increased protocols to the e-Tag system to deny access to dealers involved in selling fraudulent temporary tags. Maximum tag limits were established and implemented through agency rulemaking. Fingerprinting requirements were established for new applicants and dealers seeking renewals of dealer licenses.

Enhanced security elements to a redesigned buyers tag were implemented so that officers may quickly recognize and confirm when a tag is fictitious.

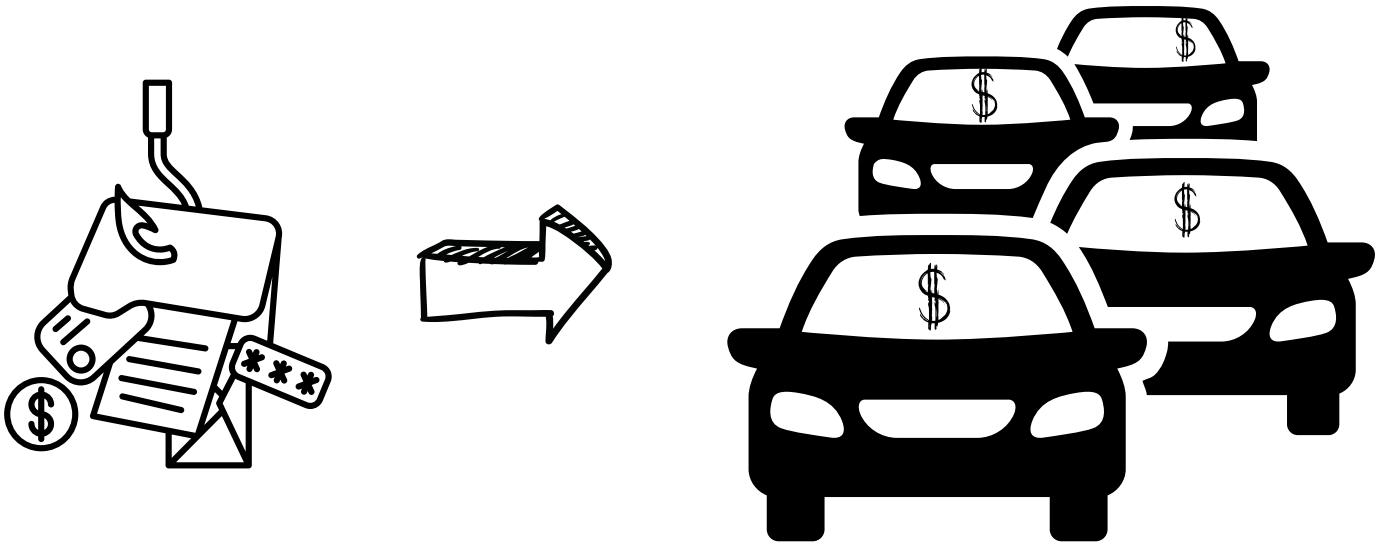
Insurance Fraud – Taskforces often receive reports of stolen vehicles and upon investigation quickly determine that the person reporting the theft or a family member is committing insurance fraud. The motor vehicle may have been illegally exported, hidden, or sold prior to the insurance claim. The NICB says that insurance fraud costs thousands of dollars to families in increased insurance costs. Other motor vehicle insurance fraud is committed by companies performing false repairs and using fictitious liens to seize motor vehicles. Often times insurance company investigative units work with MVCPA taskforces in insurance fraud cases. The NICB special agents are embedded in many taskforces to fight both insurance fraud and help recover stolen vehicles and other property.

Odometer Fraud – Despite updated technology used in modern vehicles, criminals often defeat secure systems to illegally increase the value of used cars. A used vehicle with extremely low miles on the odometer is generally worth much more than one with high mileage. While odometer fraud is also a federal crime, thresholds for federal prosecution are high. MVCPA taskforces often discover odometer fraud rings connected to stolen vehicle investigations. These rings are usually organized criminal enterprises.



VIN Fraud (VIN switches/VIN Cloning) – This technique is used to generate higher sales prices and disguise the true nature of the title before an illegal sale. A stolen vehicle cannot be legally sold. Other vehicles, like salvage vehicles damaged in floods or wrecks cannot be legally sold without a designation (brand) on the title. Taskforces regularly discover vehicles stolen in Texas and other states where a VIN switch was made in the attempt to sell the vehicle.

Identity Fraud Sales and Synthetic Identity Sales – Criminals and criminal enterprises have worked very effectively at avoiding detection at dealerships and rental car companies. These crimes rely on the delay between the transactions, the discovery, and the report of a crime. With rental car companies, specific procedures must be followed and a notice must be sent within a week or up to a month before the car is reported stolen. For dealer sales, the delay can be months as transactions and the report of a stolen vehicle may get lost between finance companies and dealers. Over 50% of the taskforces report that stolen vehicles are used in the commission of other offenses. These crimes involve fraudulent checks drawn on business accounts to purchase several vehicles, or some form of identity theft to defraud both the dealership and the finance company. The Houston Police Department has developed training for officers and dealerships to recognize transactions where fraudulent purchases are being made. This has created a partnership between dealers and law enforcement to detect in-progress vehicle finance fraud and arrest offenders before a loss occurs. These stolen vehicles are often quickly sold on social media sites for a quick profit. An increasing number are being VIN flipped and discovered at the TxDMV regional offices or local tax offices during the titling process.



ANALYSIS - METHODS OF COMBATING THE PROBLEM

The vision of MVCPA is to empower local law enforcement agencies and communities to combat and prevent statewide motor vehicle crime so that all Texans will be free from harm and loss caused by motor vehicle crime. The MVCPA is committed to being an evidence-based, strategy-driven, and community-centric network to support law enforcement taskforces, improve coordination, deploy equipment, and provide clear messaging to combat motor vehicle crime.

MVCPA implements this vision and mission by issuing grants to local law enforcement agencies (taskforces), providing law enforcement investigator training, offering educational information and materials to the public, and coordinating activities with TxDMV, TxDPS, TDLR, the Comptroller of Public Accounts, and other state agencies. MVCPA uses statutory operational performance measures to determine both the effectiveness of the efforts of MVCPA, and its law enforcement taskforces.





COLLABORATIVE LAW ENFORCEMENT FUNDING

The MVCPA provides financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime taskforces. These grants fund local law enforcement investigators in the law enforcement taskforces. The chart below shows the law enforcement taskforces funded in FY 2024:

Grantee Name	Program Name	Single/Multi-Agency Taskforce	Grant Award Amount
City of Austin	APD Auto Burglary and Theft Interdiction Project	Single	$ 496,043
City of Beaumont	Southeast Texas Auto Theft Task Force	Multi-Agency	$ 711,619
City of Brownsville	South Texas Auto Theft Enforcement Task Force (S.T.A.T.E. Task Force)	Multi-Agency	$ 1,210,718
Burnet County	Heart of Texas Auto Theft Task Force	Multi-Agency	$ 664,313
City of Corpus Christi	Corpus Christi Police Department Auto Theft Task Force	Single	$ 822,431
City of Dallas	Dallas Auto Theft Task Force	Single	$ 1,156,410
Dallas County	Dallas County North Texas Auto Theft Task Force	Multi-Agency	$ 1,569,771
City of Eagle Pass	Eagle Pass Auto Crimes Task Force	Single	$ 432,503
City of El Paso	El Paso Police Department's Auto Theft Task Force	Single	$ 2,010,810
Galveston County	Galveston County Auto Crimes Task Force	Multi-Agency	$ 942,680
Harris County	Harris County Sheriff's Auto Theft Unit	Single	$ 959,467
City of Houston	Houston Auto Crimes Task Force/32 (HACTF/32)	Multi-Agency	$ 1,517,208
City of Laredo	Laredo Auto Theft Task Force	Single	$ 1,352,225
Lubbock County	Lubbock County-South Plains Auto Theft Task Force	Multi-Agency	$ 960,920
City of Mansfield	Tri-County Auto Theft Task Force	Multi-Agency	$ 827,120
Montgomery County	Montgomery County Auto Theft Taskforce	Multi-Agency	$ 1,078,387
City of Paris	Northeast Texas Auto Theft Task Force	Single	$ 453,473
City of Pasadena	Pasadena Auto Crimes Prevention Program	Single	$ 83,940
Potter County	Potter County	Multi-Agency	$ 411,279
City of San Antonio	Regional Auto Crimes Task Force (ReACT)	Multi-Agency	$ 1,354,711
Smith County	Smith County-East Texas Auto Theft Task Force	Multi-Agency	$ 417,595
Tarrant County	Tarrant Regional Auto Crimes Task Force	Multi-Agency	$ 1,923,822
Travis County	Sheriff's Combined Auto Theft Task Force	Multi-Agency	$ 1,135,712
City of Victoria	Victoria Auto Crimes Task Force	Single	$ 273,663

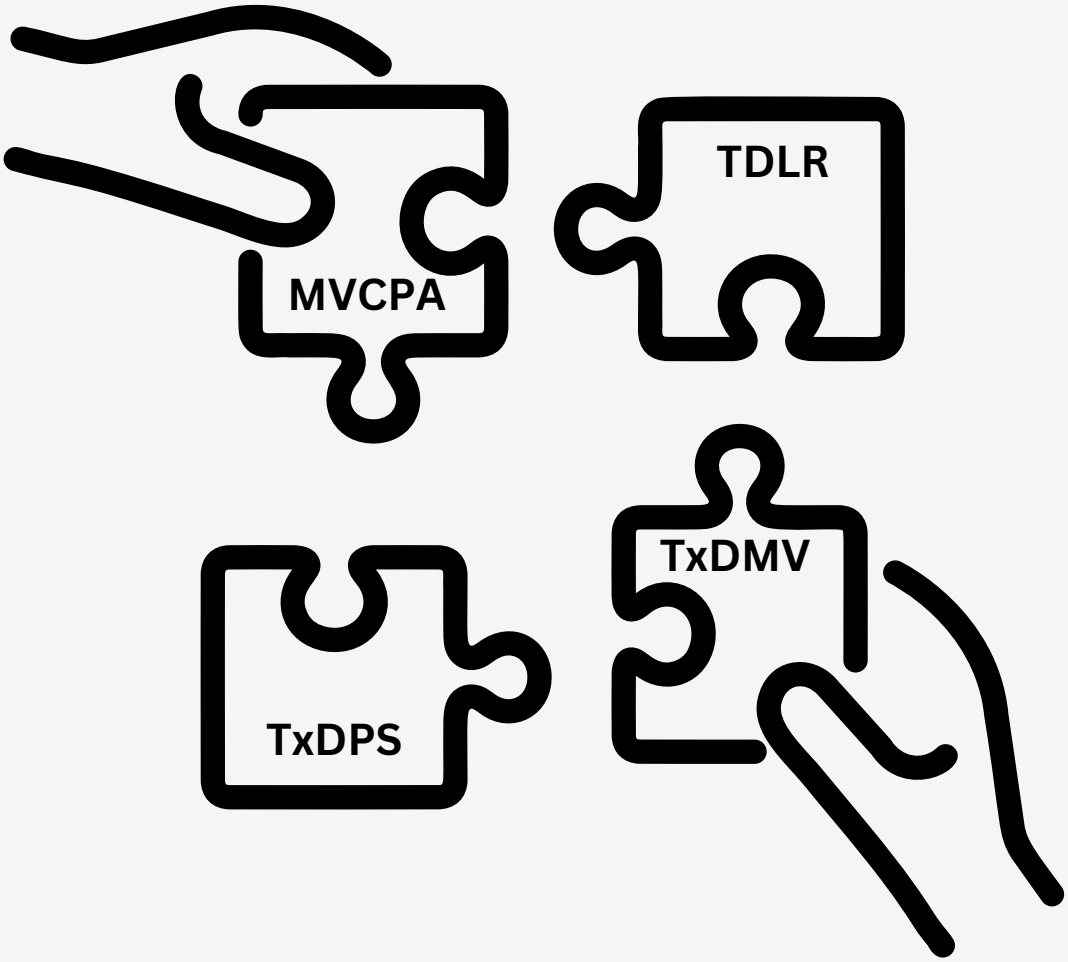
The 24 taskforces above represent 130 law enforcement agencies that employ 204 law enforcement investigators, 5 crime analysts, 1 prosecutor, and 100 administrative and support personnel that are funded through the grants listed above. These taskforces routinely provide coverage and coordination to another 420 police departments and sheriff's offices. MVCPA grants allow and encourage taskforces to collaborate with agencies across their region and state. The law enforcement investigators perform numerous investigative duties as licensed peace officers coordinated by MVCPA.

In 2024, with SB 224 funding, MVCPA was able to provide additional financial support to 32 law enforcement agencies to combat catalytic converter crimes. This was accomplished through a Catalytic Converter Grant. The chart below shows the law enforcement agencies funded in FY24:

Grantee Name	Grant Award Amount
City of Andrews	$ 16,850
City of Beaumont	$ 527,700
City of Brownsville	$ 434,963
City of Carrollton	$ 221,000
City of Converse	$ 43,150
City of Corpus Christi	$ 98,728
City of Dallas	$ 1,759,184
City of Eagle Pass	$ 775,510
City of El Paso	$ 1,391,615
City of Farmers Branch	$ 75,000
City of Frisco	$ 437,456
City of Houston	$ 1,216,755
City of La Marque	$ 904,306
City of Laredo	$ 2,741,001
City of New Braunfels	$ 913,399
City of Pasadena	$ 291,000
City of Refugio	$ 38,250
City of Sulphur Springs	$ 30,000
City of Sunset Valley	$ 90,950
City of Texas City	$ 37,500
City Wichita Falls	$ 114,417
Galveston County	$ 583,868
Harris County	$ 392,672
Hidalgo County	$ 629,923
Johnson County	$ 250,000
Lubbock County	$ 465,000
Maverick County	$ 475,820
Montgomery County	$ 397,574
Polk County	$ 55,250
Potter County	$ 522,168
Smith County	$ 185,804
Town of Prosper	$ 99,166

B 224 also tasked the MVCPA with implementing a Plan of Operation to coordinate activities with the Texas Department of Public Safety (TxDPS), the Texas Department of Licensing and Regulation (TDLR), and the Texas Department of Motor Vehicles (TxDMV). All three agencies, in addition to MVCPA, coordinate efforts to detect and prevent the theft of catalytic converters by identifying suspicious activities involving the purchase, acquisition, sale, or transfer of catalytic converters removed from motor vehicles. The chart below shows the fully executed inter-agency contracts and amounts awarded for FY 2024.

Agency Name	Amount
Texas Department of Licensing and Regulation (TDLR)	$522,807
Texas Department of Motor Vehicles (TxDMV)	$1,343,563
Texas Department of Public Safety (TxDPS)	$2,367,166



MVCPA PERFORMANCE MEASURES

The MVCPA funded law enforcement taskforces work to combat incidents and financial losses in their law enforcement activities. The MVCPA has performance measures set by statute (see Transportation Code §1006.151). Taskforces funded by the MVCPA are required to track the recovery of stolen vehicles, cleared cases, and persons arrested. The table below shows the statutory performance measures performed by taskforces in FY 2023:

SUMMARY OF STATEWIDE FY 2019-FY 2023 STATUTORY REQUIREMENTS REPORTED BY TASKFORCES

Motor Vehicle Theft (MVT)						
Activity	FY2019	FY2020	FY2021	FY2022	FY2023	Percent Change
Recovered Stolen Vehicles	11,678	12,860	11,540	12,497	13,446	7.59%
Cleared Motor Vehicle Theft Cases	13,491	19,258	15,835	9,373	9,990	6.58%
Arrests – Motor Vehicle Theft	3,257	3,593	3,171	2,655	2,592	-2.37%
Burglary of Motor Vehicles (BMV)						
Activity	FY2019	FY2020	FY2021	FY2022	FY2023	Percent Change
Cleared Motor Vehicle Burglary Cases	2,565	2,419	1,762	2,315	7,530	225.27%
Arrests - Burglary of Motor Vehicle	930	736	663	632	599	-5.22%
Fraud-Related Motor Vehicle Crime (FRMVC)						
Activity	FY2019	FY2020*	FY2021	FY2022	FY2023	Percent Change
Cleared Cases - FRMVC	NR	134	224	331	370	11.78%
Arrests - FRMVC	NR	51	78	119	127	6.72%

**FRMVC was included as a performance measure by the 87th Legislature.*

In addition to the statutory performance measures, the MVCPA collects other data to demonstrate the effectiveness of the programs. The grant report data elements are the same for all taskforces, but responses vary based on location and type of grant program. In FY23, taskforce investigators reported the following performance measures:

1) Over $8.5 million worth of stolen vehicles, parts and equipment recovered
2) Over 4,000 cases presented to prosecutors involving motor vehicle theft, burglary of a motor vehicle, or fraud-related motor vehicle crimes
3) 145 pounds of illegal drugs confiscated
4) 303 weapons associated with motor vehicle crimes recovered
5) 3,230 covert operations to interrupt criminal enterprises
6) 27,365 vehicle identification number inspections for citizens needing certain title transactions
7) Over 15,000 assists to all outside agencies
8) Responded to 6,588 license plate reader alerts indicating the location of a stolen vehicle

LAW ENFORCEMENT TRAINING

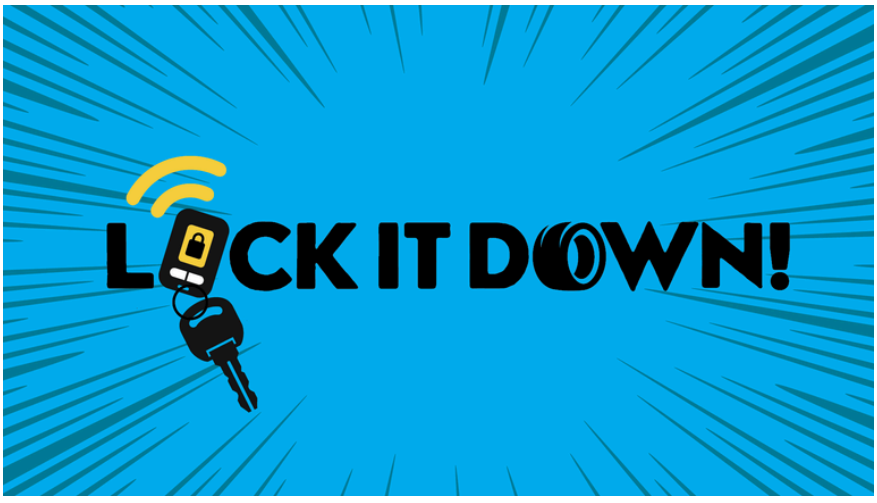
The MVCPA supports and coordinates with the taskforces to provide excellent skills-based training for current motor vehicle crime investigators in Texas. The MVCPA curriculum was developed in coordination with TxDMV, TxDPS, NICB, and the Texas Association of Vehicle Theft Investigators (TAVTI). The training uses the most knowledgeable instructors and subject matter experts from the taskforces to teach the latest motor vehicle crime investigation techniques and technology. The investigators who complete the training become specialized motor vehicle crime investigators and receive access to the databases required to perform VIN inspections to determine the accuracy and identity of vehicles and reduce the number of vehicles fraudulently titled. This training and the 68-A inspections led to a significant number of recoveries of stolen vehicles. The MVCPA plans to develop additional training classes and provide instruction to more law enforcement officers to reduce the number of stolen vehicles on Texas roadways. Significant increases in requests for 68-A inspections continue to create a need for additional law enforcement personnel to decrease backlogs and increase the availability of inspections for citizens to properly title motor vehicles in a timely manner.

PUBLIC EDUCATION AND PUBLIC AWARENESS EFFORTS

Informing the public by promoting motor vehicle crime prevention advances the MVCPA's statutory mandate. As reported above, taskforces have identified owner behavior (cars unlocked, key in vehicle or car left running) to be a major contributor to MVT and BMV. Thefts with keys increased by over 16% nationwide in 2020 according to the NICB. New reporting by the NICB shows that Texas is one of the top states where motor vehicle theft occurs due to key fobs being left in vehicles. This is often referred to as "victim assisted" theft. Public education also plays an important role in helping the public protect their vehicles from catalytic converter thefts.

MVCPA uses social media to educate, inform, and disseminate information based on examined data, verifiable and reliable news sources through Facebook, X (formerly known as Twitter), and the MVCPA /TxDMV website. Many of the taskforces also have social media accounts. MVCPA established links to these taskforce's social media pages across the state. MVCPA encourages all taskforces to use their social media to increase the coverage and impact of motor vehicle crime prevention messages. Click here to view the MVCPA Facebook page. MVCPA also distributed through its law enforcement taskforces promotional items and brochures that further engage with the public.

When funds are available, MVCPA does statewide public education and awareness media campaigns. MVCPA partnered with the Insurance Council of Texas (a statewide trade association serving property and casualty insurance carriers and their customers with education on Texas insurance issues) on a statewide public education campaign. The grant funded the development of coordinated messaging to use in communication for internet advertising, social media, broadcast media, and print media. ICT also conducted an outreach to MVCPA Taskforces in the joint execution of education programs. This includes events in key Texas markets emphasizing the campaign's creative concept of "Lock It Down!"



PLAN FOR PROVIDING FINANCIAL SUPPORT

MVCPA adopted the following strategies and tactics to improve its services to all Texans. MVCPA has prepared new grant types to implement these strategies and tactics and make a meaningful, positive impact on combating the escalation of motor vehicle crime, the increase in the use of stolen vehicles in the commission of other crimes, and the reduction of stolen vehicle recoveries.

Law Enforcement Support
Add more trained motor vehicle crime investigators to cover Texas
Provide funds for new technology and specialized motor vehicle technologists
Provide motor vehicle crime prevention equipment, technology, and overtime
Develop funding methods that promote law enforcement stakeholders to engage in combating motor vehicle crime on a regional basis
Provide secure web-based command and communication systems to improve collaboration, intelligence gathering, and data sharing among taskforce investigators and state agencies
Provide full-time specialized motor vehicle criminal intelligence analysts for all regions
Provide more training for investigators and crime prevention specialists
Provide for increased availability of VIN inspections to the public
Develop and fund a statewide taskforce **Develop and fund a statewide Automatic License Plate Reader Program**
Improved Prosecution
Fund specialized motor vehicle crime prosecutors
Fund fraud-related motor vehicle crime training to local prosecutors
Engage the Public to Prevent Motor Vehicle Crime
Conduct coordinated effective education campaigns
Improve education programs and content for the public
Provide clear messaging to end motor vehicle crime
Provide Experimental Equipment to Assist Motor Vehicle Owners
Identify, promote, purchase, and distribute new technologies such as immobilizer systems and personal use tracking devices
Develop connectivity of databases between inspection stations and toll systems to law enforcement stolen lists
Prevent Stolen Motor Vehicles from Entering Mexico
Support local law enforcement efforts to host voluntary self-registration tracking or title management technology to allow vehicle owners to prevent removal of their vehicles from the US
Provide funds to expand law enforcement agencies intelligence sharing along US / Mexico border
Improve Fee Collections and Refund Process
Develop a dedicated unit to oversee the collection of the MVCPA insurance fee and promote equity in fee collections across the motor vehicle insurance industry
Improve and streamline the process for insurers that overpaid to obtain a refund

GRANT FUNDING ACCOUNTABILITY

Grants are the most reliable and cost-effective method to encourage local law enforcement agencies to pursue the state strategy and interest in combating and preventing motor vehicle crimes. MVCPA provides a reimbursement-only grant so that local law enforcement agencies receiving grants lay out the funds and receive reimbursement only for allowable costs. Because the MVCPA grant program has had reduced funding, city and counties have increased their funding over the last ten years. The MVCPA and its local taskforces are committed to continuing the critical work and coordination to address these highly mobile crimes. MVCPA has the strategy and network to reduce these crimes and make a deep impact into the criminal networks harming all Texans.











The MVCPA previously conducted a survey of chiefs of police and sheriffs as well as existing taskforce commanders. The three groups communicated solutions that focus on meeting the challenges to reduce motor vehicle crime over the next few years. The consensus of strategies that MVCPA can employ are focused on increasing paid time available to investigators, more detection and surveillance technology that can support investigations, and tools to increase agency coordination. Law enforcement is changing and the use of technology, rapid response strikeforce funding, targeted overtime, saturation patrols, community-oriented solutions, and expanding or creating new taskforces will help address future needs and reduce motor vehicle crime. The chart below shows the law enforcement taskforces that have been awarded a taskforce grant in FY 2025 as of December 1, 2024:

Grantee Name	Requested	Status	Grant Award Amount
City of Austin	$532,588	Awarded	$532,588
City of Beaumont	$724,534	Awarded	$724,534
City of Brownsville	$1,341,872	Awarded	$1,245,547
City of Corpus Christi	$864,514	Awarded	$864,514
City of Dallas	$1,582,029	Awarded	$1,582,029
City of Eagle Pass	$432,503	Awarded	$432,503
City of El Paso	$2,016,853	Awarded	*Under negotiations*
City of Houston	$1,949,349	Awarded	$1,949,349
City of Laredo	$1,401,606	Awarded	$1,401,606
City of Mansfield	$821,953	Awarded	$821,953
City of Paris	$514,460	Awarded	$514,460
City of Pasadena	$146,668	Awarded	$146,668
City of San Antonio	$1,411,929	Awarded	$1,290,844
City of San Marcos*	$177,401	Awarded	*Pending signature ($177,401)*
City of Victoria	$275,894	Awarded	$275,894
Burnet County	$578,566	Awarded	$578,566
Dallas County	$1,208,574	Awarded	$1,208,574
Galveston County	$1,106,090	Awarded	$1,106,090
Harris County	$1,102,216	Awarded	$1,102,216
Hidalgo County*	$1,114,348	Awarded	*Under negotiations*
Lubbock County	$1,008,481	Awarded	$1,008,481
Maverick County*	$642,623	Awarded	*Under negotiations*
Montgomery County	$1,078,387	Awarded	$1,078,387
Potter County	$411,279	Awarded	$411,279
Smith County	$426,986	Awarded	$426,986
Tarrant County	$2,089,417	Awarded	$2,089,417
Travis County	$869,075	Awarded	$869,075
**Newly created MVCPA taskforce*			

With SB 224 funding, MVCPA was able to provide additional financial support to 22 law enforcement agencies to combat catalytic converter crimes. This was accomplished through a Catalytic Converter Grant. The chart below shows the law enforcement agencies funded through this grant in FY 2025 as of December 1, 2024:

Grantee Name	Requested	Status	Grant Award Amount
City of Beaumont	$250,520	Awarded	$250,520
City of Brownsville	$565,765	Awarded	$565,765
City of Carrollton	$184,167	Awarded	$184,167
City of Dallas	$1,295,074	Awarded	$1,295,074
City of Eagle Pass	$521,056	Awarded	$304,142
City of Houston	$994,740	Awarded	$994,740
City of Kyle	$54,709	Awarded	$109,792
City of Laredo	$1,725,392	Awarded	$1,917,148
City of Roman Forest	$18,250	Awarded	$18,250
City of San Marcos	$38,625	Awarded	$38,625
City of Schertz	$77,342	Awarded	$77,342
City of Seguin	$28,333	Awarded	$28,333
City of Wallis	$23,100	Awarded	$23,100
Galveston County	$247,898	Awarded	$247,898
Harris County	$81,683	Awarded	$129,048
Hidalgo County	$49,797	Awarded	$49,797
Johnson County	$208,333	Awarded	$208,333
Lubbock County	$377,517	Awarded	$377,517
Montgomery County	$22,720	Awarded	$22,720
Potter County	$276,400	Awarded	$277,000
Smith County	$26,667	Awarded	$26,667
Town of Prosper	$70,600	Awarded	$70,600

IMPROVE COORDINATION

The MVCPA is committed to continuing to improve coordination among stakeholders to leverage existing resources to fulfill its mission. Three TxDMV investigators are currently placed with MVCPA taskforces and TxDMV personnel and materials are included in MVCPA law enforcement training. Also, the MVCPA has coordinated with TxDMV to provide training sessions for the NICB auto theft schools. The TxDMV has coordinated through the MVCPA with taskforces to work closely to combat title fraud and other methods of converting stolen motor vehicles into economic gain.

The MVCPA is committed to improving grant program data collection and analysis. To that end, the MVCPA has improved and streamlined the reporting processes associated with its grants. A greater emphasis on statutory performance measures and program and fiscal monitoring has been established between the MVCPA and its taskforces.

CONTINUE PROMOTING AND PROVIDING MOTOR VEHICLE CRIME INVESTIGATOR TRAINING

The MVCPA will continue to provide the Intermediate and Advanced Motor Vehicle Crime Investigator training and develop new training programs based on current trends and needs of law enforcement agencies. One identified need is increased training of patrol officers to identify and recover stolen vehicles. The expertise regarding motor vehicle burglary and theft investigations is centered in local law enforcement agencies, specifically MVCPA funded taskforces. These courses are free and available to all qualifying law enforcement. The MVCPA, in partnership with TxDMV, TxDPS, NICB, and TAVTI will update materials as needed. The increasing complexity of motor vehicle crimes prioritizes the need for continued training of law enforcement personnel to successfully investigate and reduce motor vehicle theft, burglary, and fraud-related motor vehicle crimes.

PUBLIC EDUCATION AND AWARENESS EXPANSION

MVCPA plans to continue public education and awareness initiatives similar to the “Lock It Down” campaign by awarding performance and activity-based grants for statewide multimedia campaigns to educate Texans on their role in mitigating vehicle theft and burglary. MVCPA will continue to partner with taskforce members to leverage web-based and social media tools, as well as support the efforts of taskforces to perform public awareness outreach.

INSURANCE INDUSTRY COOPERATION TO COMBAT CRIME

Insurance companies and associations often provide taskforces with resources such as bait cars, targeted grants, equipment, and crime prevention parking lot signs. The MVCPA will coordinate with insurance companies and associations to promote the best use of resources and to determine areas where grant funding and operations can be coordinated for maximum effectiveness. The MVCPA will also work with the insurance industry to develop education programs and to implement new technologies that potentially provide insurance cost reduction for consumers. For example, if the MVCPA demonstrates through a pilot program that new technology is effective, then coordination with the insurance industry may result in discounts or incentives for consumers to help expand the technology and reduce motor vehicle crime.

BORDER AND PORT SECURITY IMPROVEMENT

MVCPA taskforces provide enhanced border and port security for jurisdictions located in designated counties through routinely performed activities to intercept and prevent stolen vehicles from crossing the border with Mexico. Through grant funding, the MVCPA taskforces will continue to expand their capabilities in apprehensions, indictments, vehicle recoveries, and drug seizures. The presence of taskforces will be greatly improved with automatic license plate readers, signal jamming detection technology, surveillance equipment, criminal intelligence analysts and additional personnel to increase the hours available to monitor bridges, perform port inspections and assist local agencies with investigations involving the use of stolen vehicles to commit other crimes.

PROMOTING INSURER COMPLIANCE WITH THE MVCPA MOTOR VEHICLE INSURANCE FEE

The MVCPA works closely with the Texas Comptroller of Public Accounts (CPA) and the Texas Department of Insurance (TDI) to identify non-payers and non-filers of the MVCPA insurance fee. MVCPA submits non-filers to the TDI which pursues enforcement investigations and actions. Transportation Code §1006.153 requires that 20% of the fees collected by MVCPA shall be appropriated to the MVCPA. Another 60% is deposited to the designated trauma facility and EMS account (5111). The remaining 20% is deposited in the general revenue fund for criminal justice purposes.

Governor Greg Abbott signed SB 224 (88th Texas Legislature, Regular Session) into law on May 29, 2023. With the passage of this important piece of legislation, the MVCPA fee increased from $4.00 to $5.00, with the additional $1 being dedicated for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter thefts. The new fee applies to insurance policies delivered, issued for delivery, or renewed on or after May 29, 2023.

INTERCONNECTIVITY BETWEEN URBAN AND RURAL LAW ENFORCEMENT

MVCPA has become the standard for providing regional solutions to combating all forms of motor vehicle crime. Without MVCPA funding, coordination and training, small jurisdictions would not have the capacity to handle the complexity of most elements of motor vehicle crime. Vehicles stolen in urban areas often are moved to a staging area for border crossing or disposal in rural areas. The MVCPA will continue to provide state resources to encourage regional approaches. Local law enforcement always coordinates but does not generally allow officers to work cases regionally unless the state provides most of the funding. MVCPA monthly intelligence meetings, regular coordination, and funding all provide effective ways for urban and rural law enforcement to solve the statewide motor vehicle crime problem.

ESTIMATE OF FUNDS REQUIRED TO IMPLEMENT PLAN

The Motor Vehicle Crime Prevention Authority adopted the FY26-27 Plan of Operation elements to reduce harm and loss from motor vehicle crime, promote effective community-based law enforcement, and provide to insurers fair and stable fee collection and refund business processes.
Texas Transportation Code §1006.153 requires that 20 percent of collected revenue be appropriated to the MVCPA. FY 2022 fee collections totaled $110 million, which should have resulted in MVCPA appropriations of $22 million for the year. However, the program was appropriated almost $15 million in FY 2022 (13.6% of revenue collections) and almost $15 million in FY 2023 (13.3% of revenue collections). MVCPA division staff worked with the Texas Comptroller to collect more than $178 million in fees for deposit to the General Revenue Fund in FY 2024. MVCPA's appropriation for FY 2024 was more than $59 million. The $59 million MVCPA appropriation took into consideration the new law signed by Governor Gregg Abbott that increased the MVCPA fee from $4.00 to $5.00. The additional appropriation amount included the $1 increase dedicated to coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter thefts.

The MVCPA priority is to serve all Texans. Whether through the expansion of existing regional taskforces or the creation of new taskforces, all citizens should have access to the services provided by these law enforcement taskforces such as specialized investigations, recovery of stolen property, vehicle identification for titling, preventing vehicles from illegally leaving the state and public awareness/education reminders.

Another priority is to improve the motor vehicle crime prevention network through secure intelligence sharing, improved investigations, and more uniform and consistent prosecution of motor vehicle crimes. Many of the crimes that MVCPA covers are extremely complicated, document-intensive, and are often difficult for local prosecutors to pursue. When overwhelming prosecutor dockets cause motor vehicle crime cases to be triaged, the State of Texas as a whole becomes the victim. MVPCA proposes that with the funds required to be provided in Transportation Code 1006.153(e)(1) it can implement the entire plan of operation.

FY26-27 MVCPA PLAN OF OPERATION FUNDING REQUEST

FY24-25 MVCPA Plan of Operation Funding Request			
Items of Appropriations	**FY26**	**FY27**	**Biennial Total**
TxDMV - Base Funding Appropriation Request			
Goal: Protect the Public			
Objective: Prevent Motor Vehicle Crime			
Strategy: Motor Vehicle Crime Prevention Authority Grants and Programs	$52,634,907	$52,634,907	$105,269,814
Full Time Equivalents (FTE)	15	15	
Strategy Description and Justification			
This strategy is designed to improve processes and systems to prevent motor vehicle crime by assessing motor vehicle theft and fraud-related crime, analyzing methods to prevent those crimes, and providing financial and other support to local law enforcement entities and authorized state agencies to combat motor vehicle crime. This strategy also includes funding to deter and prevent catalytic converter theft across the state, in conjunction with the Department of Public Safety and the Texas Department of Licensing and Regulation. A seven-member, gubernatorial appointed Motor Vehicle Crime Prevention Authority (MVCPA) board govern the policies and related activities under this strategy. The MVCPA board is administratively tied to the TxDMV Board.			

Item No. 6.l.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Carrie Land

AGENDA ITEM:
Approve Resolution Establishing Protocol for Election Filing Processing. (City Secretary Carrie Land)

SUMMARY:
The City of Anna City Council (the "Council") recognizes that the City of Anna Home-Rule Charter (the "Charter") has a requirement that candidates for elective City offices must be current in payment of taxes or other liabilities due the City after notice of any delinquency under Charter § 5.02(b)(4) as relates to filing for elective office.

The Council has been advised and recognizes that such a requirement has been determined to be invalid and unconstitutional by courts as established by caselaw that is binding on the City of Anna.

FINANCIAL IMPACT:

BACKGROUND:

STRATEGIC CONNECTIONS:

ATTACHMENTS:
1. Res. Electing Filing C03029D20260317CR1 mc

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS ESTABLISHING PROTOCOL FOR ELECTION FILING PROCESSING

WHEREAS, the City of Anna City Council (the "Council") recognizes that the City of Anna Home-Rule Charter (the "Charter") has a requirement that candidates for elective City offices must be current in payment of taxes or other liabilities due the City after notice of any delinquency under Charter § 5.02(b)(4) as relates to filing for elective office; and

WHEREAS, the Council has been advised and recognizes that such a requirement has been determined to be invalid and unconstitutional by courts as established by caselaw that is binding on the City of Anna; and

WHEREAS, the Council finds that it is in keeping with state law and other precedents that a Charter provision must yield to conflicting state or federal law; and

WHEREAS, the Council desires that the City Secretary's office be given clear direction by the Council to cease any type of enforcement of Charter § 5.02(b)(4) as relates to the qualifications of a candidate for elective City office; and

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

Section 1. Recitals Incorporated

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. Council Directive Regarding Enforcement of Charter § 5.02(b)(4)

Based on established caselaw binding on the City of Anna, Texas, with respect to the invalidity of requirements such as those set forth in § 5.02(b)(4) of the Charter, the Council hereby directs the Office of the City Secretary and any and all other persons responsible for review, processing, approval, denial and/or related certifications to refrain in every manner from enforcing said Charter § 5.02(b)(4).

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this _____, day of _____ 2026.

ATTEST: APPROVED:

_____ _____
Carrie Land, City Secretary Pete Cain, Mayor

Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Carrie Land

AGENDA ITEM:
Approve a Resolution adopting City Council Policies and Procedures for Meetings. (City Secretary Carrie Land)

SUMMARY:
The City Council, recognizes that it is desirable for there to be a uniform set of rules of procedure for conducting meetings of the City Council, and the business of the City Council in a sound and efficient manner. The Resolution repeals Resolutions 2008-01-04 and 2010-11-05.

FINANCIAL IMPACT:
This item has no financial impact.

BACKGROUND:

STRATEGIC CONNECTIONS:
This item has no strategic connection.

ATTACHMENTS:
1. Res. Approving Rules of Procedure of conducting meetings
2. Proposed Rules of Order and Procedure

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING RULES OF PROCEDURE GOVERNING CERTAIN ASPECTS OF CONDUCTING MEETINGS AND BUSINESS OF THE CITY COUNCIL; REPEALLING IN ENTIRETY RESOLUTIONS 2008-01-04 AND 2010-11-05.

WHEREAS, the City Council of the City of Anna, Texas ("City Council"), recognizes that it is desirable for there to be a uniform set of rules of procedure for conducting meetings of the City Council, and the business of the City Council in a sound and efficient manner;

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

Section 1. The recital set forth above is incorporated herein for all purposes as if set forth in full.

Section 2. The City Council hereby adopts the rules of procedure in Exhibit A.

Section 3. All resolutions of the City in conflict with the provisions of this resolution are repealed to the extent of that conflict.

PASSED AND APPROVED by the City Council of the City of Anna, Texas this the 24th day of March, 2026.

APPROVED:

ATTEST:

_____
Mayor Pete Cain

_____
City Secretary Carrie L. Land

THE CITY OF Anna

CITY COUNCIL
RULES OF ORDER AND PROCEDURE

Approved by Resolution No. _____ on _____

This page left blank intentionally.

TABLE OF CONTENTS

1. AUTHORITY……..5
- 1.1. CHARTER
- 1.2. MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE
- 1.3. COUNCIL MEMBER PARTICIPATION IN COMMUNITY ACTIVITES
- 1.4. COUNCIL MEMBER INTERACTIONS WITH MEDIA
- 1.5. COUNCIL MEMBER HANDLING OF REQUESTS AND COMPLAINTS
- 1.6. COUNCIL MEMBER APPOINTMENTS AND ASSIGNMENTS
- 1.7. REQUESTS FOR RESEARCH OR INFORMATION
- 1.8. APPROPRIATE ATTIRE AT PUBLIC MEETINGS
- 1.9. CELL PHONE USE AT PUBLIC MEETINGS

2. COUNCIL MEETINGS……6
- 2.1. PRESIDING OFFICER
- 2.2. ESTABLISHING THE CITY COUNCIL MEETING AGENDA
- 2.3. REGULAR MEETINGS
- 2.4. SPECIAL MEETINGS
- 2.5. ANNUAL STRATEGIC PLANNING SESSION
- 2.6. EMERGENCY MEETINGS
- 2.7. EXECUTIVE SESSIONS
- 2.8. QUORUM
- 2.9. NOTICE OF MEETINGS
- 2.1.1 MINUTES

3. RULES OF CONDUCT……9
- 3.1. GENERAL PROCEDURE
- 3.2. AUTHORITY OF THE PRESIDING OFFICER
- 3.3. PRESIDING OFFICER TO FACILITATE COUNCIL MEETINGS
- 3.4. OBTANING FLOOR, ORDER OF SPEAKERS, AND COUNCIL COMMENTS
- 3.5. MOTIONS
- 3.6. VOTING
- 3.7. NON-OBSERVANCE OF RULE

4. PUBLIC HEARINGS……12
- 4.1. GENERAL PROCEDURE
- 4.2. PUBLIC DISCUSSION AT HEARINGS
- 4.3. CONTIUANCE OF HEARINGS

5. ADDRESSING THE CITY COUNCIL……..14
- 5.1. RIGHT TO SPEAK
- 5.2. PUBLIC COMMENTS ON AGENDA ITEMS
- 5.3. PUBLIC COMMENT CARDS
- 5.4. PUBLIC COMMENT PROCEDURES
- 5.5. TIME LIMITS

5.6. REPETITIOUS COMMENTS PROHIBITED
5.7. MATERIALS AT CITY COUNCIL MEETINGS
5.8. NO COUNCIL DELIBERATION
5.9. NON-EXCLUSIVE RULES

6. PROCEDURES ADMINISTRATION……17
6.1. BIENNIAL REVIEW OF CITY COUNCIL PROCEDURES
6.2. ADHERENCE TO PROCEDURES
6.3. CITY ATTORNEY AS PROCEDURE ADVISOR

1. AUTHORITY

1.1 CHARTER

The City of Anna Charter Section 3.12 provides that the City Council shall determine its own rules of order of business and procedures for meetings. These shall be in effect upon adoption by the City Council and until such time as amended, suspended, or new rules are adopted in the manner provided.

1.2 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE

The Mayor is designated as the City Council's ceremonial representative at public events and functions. In the Mayor's absence, the Mayor Pro Tem assumes responsibility. In the Mayor's and Mayor Pro Tem's absence the Deputy Mayor Pro Tem assumes responsibility. In the absence of the Mayor, Mayor Pro Tem and Deputy Mayor Pro Tem, the Mayor will select another Council Member to assume responsibility.

1.3 COUNCIL MEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

Council Members may, from time to time, choose to participate in community activities, committees, events and task forces. When participating in these types of activities, a Council Member acts as an interested party, not on behalf of the City Council. Acting on behalf of the City Council is limited to instances in which the City Council has formally designated the Council Member(s) as its representative. This section is intended to work in conjunction with the City Ethics Policy.

1.4 COUNCIL MEMBER INTERACTIONS WITH MEDIA

If a City Council member is contacted by the media, they should refer the inquiry to the Public Affairs Department. A suggested response is:

> *"I am not the appropriate person to answer your questions. You can reach a city spokesperson through our Public Affairs Manager."*

1.5 COUNCIL MEMBER HANDLING OF REQUESTS AND COMPLAINTS

If any member of City Council should receive a request for information or a complaint, such request or complaint should be delivered to the City Manager. Nothing in this section prevents Council Members from receiving information directly, provided no direction is given to staff outside of Council-approved processes.

1.6 COUNCIL MEMBER APPOINTMENTS AND ASSIGNMENTS

Each calendar year following the General Election, the City Council confirms by majority vote Council Member appointments to outside agencies, committees, task forces, boards and commissions, and liaison appointments to City boards and commissions. Council Members provide a link to represent the values, beliefs, and position of the City Council to these entities. The representative will periodically report to the City Council on the activities of these organizations.

Council liaisons may attend, but are not required to attend, the meetings of the boards or commissions to which they have been appointed as liaison. Board and commission members may contact their Council liaison concerning items of concern or interest with regard to their appointed board.

1.7 REQUESTS FOR RESEARCH OR INFORMATION

Council Members may request information or research from staff on a given topic only through the City Manager. Requests for policy direction will be brought to the full City Council at a regular meeting for consideration. All written materials will be copied to the full City Council. The City Manager will determine if extensive staff time and resources are required to accomplish the request. If so, the City Manager may present that request to the full City Council prior to proceeding. Council Members may similarly request information from the City Attorney, City Secretary, and Municipal Judge. If significant resources are required, the City Attorney, City Secretary, or Municipal Judge will ask the City Manager to place the request on a City Council agenda for approval prior to any action.

1.8 APPROPRIATE ATTIRE AT PUBLIC MEETINGS

During all public meetings of the City Council, members shall observe a neat and clean business casual dress code.

1.9 CELL PHONE USAGE AT MEETINGS

The use of cell phones is prohibited during work sessions, public meetings and closed executive sessions.

2. COUNCIL MEETINGS

2.1 PRESIDING OFFICER

Consistent with Charter Section 3.04, the Mayor shall be the presiding officer at all meetings of the Council. The Presiding Officer shall vote on all matters coming before the Council unless there is a conflict of interest pursuant to Chapter 171 of the Local Government Code requiring recusal. The Presiding Officer shall have no power of veto.

The Presiding Officer shall have the authority to preserve order at all City Council meetings, enforce the rules of the City Council and determine the order of business under the rules adopted by the City Council.

a. Mayor Pro Tem and Deputy Mayor Pro Tem

Pursuant to Charter Section 3.04, the Council shall elect from among the Council Members a Mayor Pro Tem and Deputy Mayor Pro Tem who shall temporarily perform the duties of Mayor in case of the absence or inability of the Mayor to perform the duties of office and shall for such time be vested with all powers belonging to the Mayor. In such an event, the Mayor Pro Tem or Deputy Mayor Pro Tem does not assume the office of Mayor, and no vacancy is created in the office of Mayor, Mayor Pro Tem or Deputy Mayor Pro Tem.

b. Absence of Mayor, Mayor Pro Tem or Deputy Mayor Pro Tem

In case of the absence of Mayor, Mayor Pro Tem, or Deputy Mayor Pro Tem at a Council meeting, the remaining Council Members shall select from among themselves a presiding officer for that meeting.

2.2 ESTABLISHING THE CITY COUNCIL MEETING AGENDA

Charter. Under the City of Anna Home-Rule Charter, the City Manager prepares the agenda for City Council meetings. Charter Sec. 4.01(f)(5)

a. Request to add items.

A request by Council members to add an agenda item must:
(1) state the requested agenda item with a summary and relevant background;
(2) have the written support of three Council members (e.g., three Council members or the Mayor and two Council members); and
(3) be submitted to the City Secretary at least 72 hours before the deadline to post the meeting notice/agenda. The deadline for posting the meeting notice/agenda is three business days before the scheduled date of the Council meeting.

b. Request to remove items.

A request by Council members to remove an agenda item must:
(1) state the agenda item to be removed;
(2) have the written support of three Council members (e.g., three Council members or the Mayor and two Council members); and
(3) be submitted to the City Secretary at least 12 hours before the deadline to post the agenda.
NOTE: An agenda item cannot be removed if: (1) the item has been requested by three Council members; or (2) the City Manager, **in consultation with the City Attorney**, has determined that the item must be placed on the agenda in order to timely comply with applicable laws or regulations

2.3 REGULAR MEETINGS

Consistent with Charter Section 3.08 all meetings of the City shall be held in the City Hall Council Chambers, or any other location designated by the City Council, and at such times as prescribed by ordinance. The City Council shall meet regularly at least twice each month unless cancelled by the City Council. All meetings of the City Council shall be held in accordance with the Texas Open Meetings Act.

The City Council may fix by ordinance the date and time of the regular meetings.

2.4 SPECIAL MEETINGS

Consistent with Charter Section 3.08, special meetings may be called at any time by the Mayor or majority of the City Council. The City Secretary shall post notice thereof as provided by State law. Special meetings may be held at any location in the City, and such meetings shall be conducted in accordance with State law.

2.5 ANNUAL STRATEGIC PLANNING SESSION

For effective governance, the City Council may hold retreats annually to discuss the Strategic Plan and Governance Guide. The strategic planning session shall be Council-driven, with equal participation from all Council Members.

2.6 EMERGENCY MEETINGS

In case of emergency or urgent public necessity which shall be expressed in the notice of the meeting, an emergency meeting may be called in accordance with the Texas Open Meetings Act. For the purposes of this section, an emergency exists only if immediate action is required of a governmental body because of:

a. an imminent threat to public health and safety, including a threat described by Subdivision (2) if imminent; or

b. a reasonably unforeseeable situation, including:

(1) fire, flood, earthquake, hurricane, tornado, or wind, rain, or snowstorm.

(2) power failure, transportation failure, or interruption of communication facilities.

(3) epidemic; or

(4) riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence.

2.67 EXECUTIVE SESSIONS

The City Council may meet in a closed Executive Session in accordance with the Texas Open Meetings Act, at any time during any meeting or any time otherwise authorized by State law, to consider or discuss any matter that is authorized by State law to be discussed in closed Executive Session. Council Members may not disclose the nature of discussion from a closed Executive Session unless required by State law. Disclosure of discussion from a closed Executive Session is a violation of the City's Code of Ethics.

2.8 QUORUM

Charter Section 3.09 states four of the seven-member City Council shall constitute a quorum to do business and the affirmative vote of a majority of those present shall be necessary to adopt any ordinance or resolution, except as required by City Charter or State law.

2.9 NOTICE OF MEETINGS

Notice of meetings and the agenda for all City Council meetings shall be posted by the City Secretary on the City's official bulletin board and website pursuant to the requirements of the Texas Open Meetings Act.

2.10 MINUTES

In accordance with the provisions of Charter Section 3.12, action minutes of City Council meetings will be kept. Action minutes include final motions with votes; they are not required to include discussion points or summaries. The minutes will also reflect the names of public speakers.

a. City Council Approval of Minutes

Minutes of the meetings are generally submitted to the City Council at the next meeting, but no later than the third regularly scheduled Council meeting. The Presiding Officer and Council Members present shall be required to vote on the approval of the minutes, even if absent at the meeting for which the minutes pertain.

b. Recording of Meetings

The City Secretary shall maintain video or digital records of proceedings for a minimum of six months after approval by the City Council or for such other period as may be required by law.

3. RULES OF CONDUCT

3.1 GENERAL PROCEDURE

These rules, consistent with the City Charter and any applicable City Ordinance, statute, or other legal requirement, shall govern the proceedings of the City Council.

3.2 AUTHORITY OF THE PRESIDING OFFICER

Subject to appeal to the full City Council, the Presiding Officer shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of business of the City Council by ruling any such matter out of order. In so ruling, the Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

Any ruling of the Presiding Officer may be appealed immediately, and the appeal shall be decided by a majority vote of the Council without debate.

Any member of the City Council may move to require enforcement of the rules, and upon approval by a majority vote of the City Council, the Presiding Officer shall enforce such rules.

3.3 PRESIDING OFFICER TO FACILITATE COUNCIL MEETINGS

The Presiding Officer will assist the City Council in maintaining focus on agenda discussions and deliberations and ensuring the efficiency of the meeting, in adherence to the Texas Open Meetings Act.

3.4 OBTAINING THE FLOOR, ORDER OF SPEAKERS, AND COUNCIL COMMENTS

The Presiding Officer has been delegated the responsibility to control the debate, the order of speakers, and to ensure each Council Member has an opportunity to speak.

a. Any member of the City Council wishing to speak must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any Council Member who seeks the floor when appropriately entitled to do so. The Presiding Officer shall recognize Council Members in a fair and impartial manner and may not deny recognition to a Council Member entitled to speak.

b. Speakers will generally be called upon in the order of the request to speak. Deviation from the order of requests shall be for efficiency only and may be appealed.

c. With the concurrence of the Presiding Officer, any Council Member holding the floor may address a question to another Council Member, and that Council Member may respond while the floor is still held by the Council Member asking the question. A Council Member may opt not to answer a question while another Council Member has the floor.

d. Council Members will govern themselves as to the length of their comments and shall be mindful of other Council Members' right to speak. Council Members should avoid repetitive comments and be concise.

e. Council Members will limit their comments to the subject matter, time, or motion being currently considered by the City Council in adherence to the Texas Open Meetings Act.

3.5 MOTIONS

Following Council discussion and public comments related to an agenda item that requires action, a motion may be made by any member of the City Council, including the Presiding Officer. Before the Presiding Officer offers a motion, the opportunity for making a motion should be offered to other members of the City Council. Any member of the City Council other than the person offering the motion may second a motion.

a. Procedures of Motion

The following is the general procedure for making motions once discussion is concluded:

i. A Council Member who wishes to make a motion should do so through a verbal request to the Presiding Officer.

ii. A Council Member who wishes to second should do so through a verbal request to the Presiding Officer.

iii. Once the motion has been properly made and seconded, the Presiding Officer shall open the matter for additional Council discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the Presiding Officer.

iv. Once the matter has been fully discussed by Council Members and the Presiding Officer calls for a vote, no further discussion will be allowed.

v. When a motion is on the floor and an amendment to the motion is offered, the amendment to the motion should be acted upon prior to acting on the original motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment motion prior to any other action to further amend the original motion.

b. Examples of Motions

The following motions are examples of possible motions. Council Members may word motions in any common manner, provided such motions and the intended action are clear. The Presiding Officer will confirm that each of the Council Members understand the motion prior to calling for a vote on the motion.

Motion to Approve or Deny

A motion to approve or deny is a proposal to take a specific action. The maker of the motion may state "I make a motion to approve/deny Agenda Item # as presented" or may state the recommended motion (under state law, certain motions require specific language in which case staff will provide the specific motion in the packet with the specific language that must be used), or such person may state the agenda caption although it is not necessary.

Motion to Approve with Revisions

A motion to approve a specific action may include revisions recommended by a Board, City Attorney, another Council Member, or staff. The maker of the motion may state "I make a motion to approve Agenda Item # with the following revision(s)…" or state the recommended motion or the agenda caption with the revision(s) included.

Withdrawal of Motion

A withdrawal of motion indicates a motion may be withdrawn or modified by the Council Member who originally made the motion at any time prior to its passage. If a motion is withdrawn, the Council Member who originally made the motion, or another Council Member, may then make a new motion to be seconded by another Council Member.

Motion to Continue a Public Hearing

The City Council may continue a public hearing to a certain date, time and place certain unless State law provides otherwise. The maker of the motion may state "I make a motion to continue the public hearing to XXXX date at XXXX time at _____ location."

Motion to Refer or Postpone

The City Council may not be able to complete its discussion of an agenda item, may require the City staff to provide further information, or require the matter to be reconsidered by another applicable board. In such event, the City Council may postpone consideration of the agenda item to a certain date, time, place or subsequent council meeting (for example, until such time as City staff can provide the requested information,) or refer the matter back to the applicable board to reconsider the agenda item.

3.6 VOTING

a. Abstention

i. In accordance with Charter Section 3.11, should any person on the City Council choose, for any reason other than a conflict of interest, to abstain from voting on any question before the City Council, that person's vote is counted and recorded as a negative vote in the official minutes of the meeting.

ii. If a Council Member abstains because of a legal conflict of interest, such member is not counted as present for quorum purposes and is not deemed to be "voting' for purposes of determining whether there has been a "majority vote of those voting

and present." If the remaining members present do not constitute a quorum of the body, no vote may take place and the matter must be postponed.

iii. When the Presiding Officer or a Council Member abstains because of a legal conflict of interest, the Presiding Officer or such Council Member may be required under applicable law to timely file an affidavit with the City Secretary stating the nature and extent of the conflict prior to the discussion of the applicable agenda item. The Presiding Officer, City Manager or City Secretary shall declare the conflict before discussion proceeds. A Council Member with a legal conflict of interest shall excuse themselves from the dais and meeting room for that portion of the council meeting and may return once the Council has completed its discussion and any action upon the applicable agenda item. [see Charter Sec. 3.10]

b. Tie Votes

A tie vote results in a "take no action" outcome. In such an instance, any member of the City Council may offer another motion for further consideration and action. If there is not an affirmative vote on the second motion, the result is a "take no action" outcome. If the matter involves an appeal and an affirmative vote does not occur, the previous decision being appealed stands as decided by the decision-making person or body from which the appeal was taken, unless otherwise stated by law.

c. Charter or Statute Voting Requirements

Some actions taken by the City Council require more than a simple majority vote of the Council members present for approval as may be required by City Ordinances, the charter, or State law. City staff will inform City Council when such vote is required.

3.7 NON-OBSERVANCE OF RULE

These rules are intended to expedite and facilitate the transaction of the business of the City Council in an orderly fashion, shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the validity of any action taken by the City Council. These rules shall be interpreted to preserve Council deliberation and equal participation.

4. PUBLIC HEARINGS

4.1 GENERAL PROCEDURE

A public hearing is a statutory requirement prior to the consideration of certain items, such as zoning changes and budget adoption. They are separate from public comment/right to speak, which is addressed in Section 5 of this policy. The City Council procedure for conducting Public Hearings is generally as follows:

a. Staff presents its report.

b. Council Members may ask questions of staff.

c. If applicable, the applicant or appellant then has the opportunity to make a presentation and provide comments, testimony, and/or arguments. In the case of an appeal when the appellant is different from the applicant, the appellant should be called upon first to provide comments or testimony. Applicants or appellants must limit their presentation to fifteen (15) minutes or less and the Presiding Officer has the authority to further limit or extend the time allowed for the applicant or appellant's comments when deemed necessary for efficiency or other reasonable factors such as complexity of the item subject to the appeal to the City Council.

d. Council Members may ask questions of the applicant and/or appellant.

e. The Presiding Officer officially opens the Public Hearing.

f. Public input is received by City Council.

g. The Presiding Officer closes the Public Hearing.

h. The City Council deliberates the issue.

i. If the City Council raises new issues through deliberation and seeks to take additional public comments/testimony, the Public Hearing must be reopened. At the conclusion of the public testimony, the Public Hearing is again closed.

j. The City Council deliberates and takes action on the item.

k. The Presiding Officer announces the final decision/vote of the City Council.

4.2 PUBLIC DISCUSSION AT HEARINGS

When a matter for Public Hearing comes before the City Council, the Presiding Officer will open the Public Hearing after the staff and applicant presentations. Upon opening the Public Hearing, and before any motion is adopted related to the merits of the issue to be heard, the Presiding Officer shall inquire if there is any member of the public who desires to speak on the matter which is to be heard or to present evidence regarding the matter. A public hearing, no matter what the subject matter, is not a question-and-answer period. Speakers must address their comments to the City Council. Council Members should not address members of the public individually or answer/ask questions (other than the applicant or the applicant's representative) during a public hearing. After all members of the public who requested to speak have spoken and the public hearing is closed the City staff, Presiding Officer or Council Member may respond to any questions or issues raised by members of the public. The Presiding Officer may also ask the applicant to respond specifically to new issues or questions raised during the Public Hearing.

a. Public Member Request to Speak

Any person wishing to speak at a Public Hearing scheduled on the agenda shall complete a Public Comment Card prior to the matter being reached and present it to the City Secretary. Upon being recognized by the Presiding Officer, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Presiding Officer.

b. Time Limits

a. All persons wishing to speak on the matter shall be limited to three minutes each; provided, however, that an applicant or appellant (or representative) is not limited to three minutes. Applicants or appellants must limit their presentation to fifteen (15) minutes or less and the Presiding Officer, has the authority to further limit or extend the time allowed for the applicant or appellant's comments when deemed necessary for efficiency or other reasonable factors such as complexity of the item subject to appeal to the City Council.

The Presiding Officer has the authority to extend or limit any of the enumerated time allocations based on the complexity of the item and the number of persons wishing to speak on the item with consideration to equal time for all sides of the matter and efficiency of the meeting subject to appeal to the City Council.

c. Materials for Public Record

i. Speakers during a public hearing are prohibited from using City systems to display materials or information; provided, however, that applicants or appellees are permitted to do so with advance coordination and as permitted by City staff. Written materials may be provided to the City Council at the meeting. Ten copies shall be provided to the City Secretary as the speaker approaches to speak. Copies will be distributed to the City Council, City Manager and City Attorney during the speaker's comments. One copy of all such materials presented will be retained by the City Secretary's Office as part of the record in accordance with the requirements of State law.

ii. Petitions will only be acknowledged in accordance with the City Charter or State law. Otherwise, petitions will be accepted with a Public Comment Card and noted for the record.

d. Germane Comments

During the Public Hearing, no person will be permitted to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the Presiding Officer, but may be appealed to the City Council.

4.3 CONTINUANCE OF HEARINGS

Any Public Hearing being held by the City Council may, by motion, be continued to a subsequent meeting with a certain date, time and place.

5. ADDRESSING THE CITY COUNCIL

Pursuant to Charter 3.12, all meetings of the City Council shall be open and public in accordance with the Texas Open Meetings Act. The public shall have a reasonable opportunity to be heard

at meetings of the City Council other than emergency meetings or closed executive sessions as allowed by State law.

5.1 RIGHT TO SPEAK

Texas Government Code Section 551.007 requires the City Council to allow the public to address the City Council prior to acting on an item listed on the meeting agenda for action. The right of the public to speak does not include items on the agenda listed for discussion only. However, the public is invited to address the City Council regarding any item not on the agenda or discussion-only items during the Public Comment section of the meeting.

5.2 PUBLIC COMMENTS ON AGENDA ITEMS

The public comment portion of the City Council meeting is scheduled at the beginning of the meeting to allow the public to address the City Council regarding an item listed on the agenda that is not already scheduled for a Public Hearing (or to discuss any matter not on the agenda). Persons who will address the City Council regarding an agenda item listed for action other than an item scheduled for a Public Hearing, shall be required to address the City Council during the public comment portion of the City Council meeting. Sections 5.4 – 5.9 below apply to such speakers with the exception that Council members will deliberate on items listed on the agenda when the item is discussed by City Council.

5.3 PUBLIC COMMENT CARDS

All speakers shall complete a Public Comment Card and submit it to the City Secretary prior to the meeting.

Public Comment Cards may also be submitted by those who do not wish to speak but desire their comments to be a part of the record. A person may indicate such person's comments and support or opposition for an agenda item on a Public Comment Card. A card submitted online will be provided to the Presiding Officer, and acknowledged at the appropriate portion of the meeting. Public comments will be referenced in the meeting minutes by including the speaker's name and subject title.

5.4 PUBLIC COMMENT PROCEDURES

The following procedures will guide comments by members of the public at City Council meetings:

a. When called upon, the speaker should come to the podium, state their name and city of residence for the record, and if speaking for an organization or other group, identify the group represented.

b. All remarks should be addressed to the City Council as a whole, not to individual members or other presenters.

c. Questions, if any, should be directed at the Presiding Officer who will determine whether, or in what manner, an answer will be provided. In no case shall questions be answered during the speaker's allotted time.

5.5 TIME LIMITS

a. Public comments shall be limited to three minutes each and may not be pooled or given to another speaker. This applies to speakers during the Public Comment section of the

agenda, public hearings, and to comments made on agenda items with action. The time limit does not apply to scheduled presenters, applicants, or appellants. Scheduled presenters, applicants or appellants must limit their presentation to fifteen minutes or less and the Presiding Officer has the authority to further limit or extend the time allowed for the applicant or appellant's comments when deemed necessary for efficiency or other reasonable factors such as complexity of the item, subject to appeal to the City Council.

b. The Presiding Officer has the authority to extend or limit any of the time allocations based on the complexity of the item/topic and the number of persons wishing to speak on the item/topic with consideration to equal time for all sides of the matter and efficiency of the meeting, subject to appeal to the City Council. All public comments on agenda items with action will be heard after staff presentations and Council deliberation but prior to a motion on the item as designated under the Public Comments on Agenda Items section.

5.6 REPETITIOUS COMMENTS PROHIBITED

A speaker shall not present the same or substantially the same items or arguments to the Council repeatedly or be repetitious in presenting their oral comments.

In order to expedite matters and to avoid repetitious presentations, any group of individuals wishing to address the Council on the same subject matter, are encouraged to designate a spokesperson to address the City Council. The Presiding Officer has the authority to extend or limit the time allocation for a designated spokesperson.

5.7 MATERIALS AT CITY COUNCIL MEETINGS

i. Speakers during a public hearing are prohibited from displaying materials or information. Written materials may be provided to the City Council at the meeting. Ten copies shall be provided to the City Secretary as the speaker approaches to speak. Copies will be distributed to the City Council, City Manager and City Attorney during the speaker's comments. One copy of all such materials presented will be retained by the City Secretary's Office as part of the record in accordance with the requirements of State law.

5.8 NO COUNCIL DELIBERATION

Comments should be directed to the Presiding Officer and City Council.

a. Items not posted on the agenda.

i. The Texas Open Meetings Act prohibits the City Council from discussing or taking action on items that are not posted on the agenda. At the discretion of the Presiding Officer, the City Manager, or designee may provide specific factual information, recite an existing policy, refer the matter or speaker to a City staff person, or schedule the item for discussion on a future agenda in response to the public comments consistent with the Texas Open Meetings Act.

b. Items listed for action on the agenda.

i. A person who wants to speak and address the City Council regarding an item listed on the agenda for action shall complete a Public Comment Card prior to the

commencement of the meeting and present it to the City Secretary. When the item is reached on the agenda, the speaker will be recognized by the Presiding Officer.

c. Items listed for discussion only on the agenda.

i. A person who wants to speak and address the City Council regarding an item listed on the agenda for discussion only shall complete a Public Comment Card prior to the commencement of the meeting and present it to the City Secretary. The person may speak during the Neighbor Comment section of the meeting after the speaker is recognized by the Presiding Officer.

5.9 NON-EXCLUSIVE RULES

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of City Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the City, provided that such authority is exercised in a manner consistent with these adopted rules and subject to appeal to the City Council.

All City Council meeting attendees shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council. No shouting is allowed at any meeting. Purposefully disrupting a public meeting is a violation of State law. Any person in violation may be subject to removal from the meeting for disruptions or any security concerns.

6. PROCEDURES ADMINISTRATION

6.1 BIENNIAL REVIEW OF CITY COUNCIL PROCEDURES

The City Council will review and revise the City Council Rules of Order and Procedure as needed, and at a minimum of every two years.

6.2 ADHERENCE TO PROCEDURES

During City Council discussions, deliberations, and proceedings, the Presiding Officer has been delegated the primary responsibility to ensure that the City Council, staff, and members of the public adhere to the Council's adopted procedures.

6.3 CITY ATTORNEY AS PROCEDURE ADVISOR

The City Attorney assists the Presiding Officer and City Council as a resource and as an advisor for interpreting the City Council's adopted rules and procedures.

Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Terri Doby

AGENDA ITEM:
Consider/Discuss/Action on a Resolution accepting the FY 2025 Audit Report. (Director of Finance Terri Doby)

SUMMARY:
The item before City Council is a resolution to take action to accept the audit report completed by the accounting firm Forvis Mazars, LLP. The City is currently in its second year of a contract with Forvis Mazars to prepare the annual audit and the Annual Comprehensive Financial Report (ACFR).

FINANCIAL IMPACT:
For information only.

BACKGROUND:
The City is required by Charter and state law to complete and annual independent audit of all accounts by and outside certified public accountant. The City's independent auditor, Forvis Mazars, LLP, was selected via a Request for Proposal (RFP) process conducted in 2024, securing a five-year contract term for their services. The current year marks the second year of the City's five-year engagement with Forvis Mazars, LLP.

Forvis Mazars, LLP is recognized as one of the top ten accounting firms in the United States, with over 7,000 team members helping deliver unmatched Client Experience.
They offer the benefit of a big firm's experience with the personal touch of a smaller firm. With a lower partner-to-staff ratio than most leading firms, the city receives the individual attention that it deserves. This arrangement emphasizes the City's commitment to ensuring comprehensive and attentive auditing services in line with regulatory requirements and best practices in the field.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Excellent.

ATTACHMENTS:

Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Joseph Cotton

AGENDA ITEM:
Conduct a public hearing and take testimony on the proposed levy of assessments on property located within Improvement Area #3 of the Hurricane Creek Public Improvement District pursuant to Chapter 372, Texas Local Government Code. (Director of Public Works Joseph Cotton)

SUMMARY:
Conduct a public hearing and take testimony on the proposed levy of assessments on property located within Improvement Area #3 of the Hurricane Creek Public Improvement District pursuant to Chapter 372, Texas Local Government Code.

FINANCIAL IMPACT:

BACKGROUND:
Staff recommends approval.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Vibrant.

ATTACHMENTS:

Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Joseph Cotton

AGENDA ITEM:
Consider/Discuss/Action on an Ordinance accepting and approving a Service and Assessment Plan and Assessment Roll for property located within Improvement Area #3 of the Hurricane Creek Public Improvement District; making a finding of special benefit to such property; Levying special assessments against such property and establishing a Lien on such property; providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code. (Director of Public Works Joseph Cotton)

SUMMARY:
Act on an Ordinance accepting and approving a SAP and AR for property located within Improvement Area #3 of the Hurricane Creek Public Improvement District; making a finding of special benefit to such property; Levying special assessments against such property and establishing a Lien on such property; providing for the method of assessment and the payment of the assessments.

FINANCIAL IMPACT:

BACKGROUND:
Staff recommends approval.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Vibrant.

ATTACHMENTS:
1. 03 - Assessment Ordinance v3 (City Council Packets)
2. 2026-03-16_ANN_HurricaneCreek_AR SAP v1

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
COLLIN COUNTY
CITY OF ANNA

We, the undersigned officers of the City of Anna, Texas (the "City"), hereby certify as follows:

1. The City Council (the "Council") of the City convened in a regular meeting on March 24, 2026, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

Pete Cain, Mayor
Kevin Toten, Mayor Pro-Tem
Stan Carver II, Deputy Mayor Pro-Tem
Nathan Bryan
Kelly Patterson-Herndon
Elden Baker
Manny Singh

Ronda Perez, City Manager
Carrie L. Land, City Secretary

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written Ordinance entitled

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PROPERTY LOCATED WITHIN IMPROVEMENT AREA #3 OF THE HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO SUCH PROPERTY; LEVYING SPECIAL ASSESSMENTS AGAINST SUCH PROPERTY AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried, with all members of the Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been duly recorded in the Council's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Council's minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Ordinance would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given all as required by the Texas Government Code, Chapter 551.

3. The Council has approved and hereby approves the Ordinance; and the Mayor and City Secretary hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON MARCH 24, 2026

Carrie L. Land, City Secretary	Pete Cain, Mayor

(City Seal)

CITY OF ANNA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PROPERTY LOCATED WITHIN IMPROVEMENT AREA #3 OF THE HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO SUCH PROPERTY; LEVYING SPECIAL ASSESSMENTS AGAINST SUCH PROPERTY AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the governing body (the "***City Council***") of the City of Anna, Texas (the "***City***") is authorized by the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "***PID Act***") to create public improvement districts within the City and the extraterritorial jurisdiction ("***ETJ***"); and

WHEREAS, the City has previously created the Hurricane Creek Public Improvement District (the "***District***") within the City in accordance with the PID Act; and

WHEREAS, on February 24, 2026, the City Council adopted a resolution determining total costs of certain authorized public improvements within Improvement Area #3 of the District, approving a preliminary service and assessment plan, including proposed assessment roll, and directing the publication and mailing of notice of a public hearing (the "***Assessment Hearing***") to consider an ordinance levying assessments on property within Improvement Area #3 of the District (the "***Assessments***"); and

WHEREAS, the City Secretary filed the proposed Assessment Roll (defined below) and made the same available for public inspection; and

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

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Assessment Hearing on March 6, 2026 in the *Celina Record*, a newspaper of general circulation in the City and ETJ of the City; and

WHEREAS, the City Council opened and convened the Assessment Hearing on March 24, 2026, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized public improvements to be undertaken for the benefit of Assessed Property within Improvement Area #3 of the District (the "***Improvement Area #3 Improvements***"), the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the owners of 100% of the property subject to the proposed assessment within Improvement Area #3 of the District (the "***Landowners***") had actual knowledge of the Assessment Hearing to be held on March 24, 2026, and supported the creation of the District and the levy of assessments against the property in accordance with the Service and Assessment Plan to finance the Improvement Area #3 Improvements for benefit of the property within Improvement Area #3 of the District; and

WHEREAS, the City Council finds and determines that the Assessment Roll and the Hurricane Creek Public Improvement District 2026 Amended and Restated Service and Assessment Plan, dated March 24, 2026 (the "***Service and Assessment Plan***"), attached as ***Exhibit A*** and incorporated as a part of this Ordinance for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan, including the Assessment Roll attached thereto as Exhibit J-1 (the "***Assessment Roll***"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Roll, and the levy of the Assessments; and

WHEREAS, at the Assessment Hearing, the Landowners, or their representatives, who are the persons to be assessed pursuant to this Ordinance, appeared in support of the levy of the Assessments against their property located within Improvement Area #3 of the District; and

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

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

Section 1. **Terms**.

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

Section 2. Findings.

The City Council hereby finds, determines, and ordains, as follows:

(a) The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct and are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section and constitute findings of the City Council acting in its discretionary, legislative capacity;

(b) All actions of the City in connection with the creation and establishment of the District and the approval of this Ordinance: (i) have been taken and performed in compliance with the PID Act and all other applicable laws, policies, and procedures; (ii) have been taken and performed in a regular, proper and valid manners; and (iii) are approved and ratified;

(c) The apportionment of the Actual Costs of the Authorized Improvements, including specifically the Improvement Area #3 Improvements (as reflected in the Service and Assessment Plan, and the Annual Collection Costs pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(d) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #3 Improvements;

(e) The Service and Assessment Plan apportions the Actual Cost(s) of the Improvement Area #3 Improvements to be assessed against certain property in Improvement Area #3 of the District and such apportionment is made on the basis of special benefits accruing to the property because of the Improvement Area #3 Improvements;

(f) All of the Improvement Area #3 Assessed Property being assessed in the amounts shown on the Assessment Roll will be benefited by the Improvement Area #3 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel of Improvement Area #3 Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Improvement Area #3 Improvements;

(g) The method of apportionment of the Actual Costs of the Improvement Area #3 Improvements and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Improvement Area #3 Improvements and Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(h) The Service and Assessment Plan has been prepared on behalf of, presented to, and reviewed by the City Council and should be approved as the service plan and assessment plan for the District for all purposes as described in Sections 372.013 and 372.014 of the PID Act;

(i) The Assessment Roll should be approved as the assessment roll for Improvement Area #3 of the District;

(j) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Improvement Area #3 within the District; and

(k) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan relating to the Authorized Improvements for the District. The Service and Assessment Plan shall be updated by the City Council no less frequently than annually as required by the PID Act and more frequently as may be required by the Service and Assessment Plan including upon the issuance of PID Bonds. The attached Service and Assessment Plan is hereby adopted as the Annual Service Plan Update for 2026.

Section 4. Assessment Roll.

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

Section 5. **Levy and Payment of Assessments for Costs of the Improvement Area #3 Improvements**.

(a) The City Council hereby levies the Assessments on each Parcel of property (excluding Non-Benefitted Property) located within Improvement Area #3 of the District, as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown in the Service and Assessment Plan as a special assessment as set forth in the Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying Assessments and shall be collected and enforced strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be prepaid in whole or in part at any time without penalty or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Annual Collection Costs for Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Improvement Area #3 Improvements and Annual Collection Costs are set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments**.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Assessments**.

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

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the assessed parties, as the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns, regardless of whether such owners are named, in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Applicability of Tax Code.**

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

Section 11. **Filing in Land Records**.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Assessment Roll, to be recorded in the real property records of Collin County, Texas, on or before March 31, 2026. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 12. Severability.

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

Section 13. Effective Date.

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

(*Execution page follows*.)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS 24th DAY OF MARCH, 2026.

ATTEST:

_____
Pete Cain, Mayor

_____
Carrie L. Land, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2026 by Pete Cain, the Mayor, and Carrie L. Land, the City Secretary, of the City of Anna, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan

Hurricane Creek Public Improvement District

2026 AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN

MARCH 24, 2026

P3 WORKS

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

TABLE OF CONTENTS

Table of Contents 1
Introduction 3
Section I: Definitions 6
Section II: The District 16
Section III: Authorized Improvements 16
Section IV: Service Plan 20
Section V: Assessment Plan 21
Section VI: Terms of the Assessments 28
Section VII: Assessment Roll 34
Section VIII: Additional Provisions 35
Section IX: Additional Information 36
Exhibits 44
Appendices 45
Exhibit A-1 – Map of District 46
Exhibit A-2 – Map of Improvement Area #1 47
Exhibit A-3 – Map of Major Improvement Area 48
Exhibit A-4 – Map of Improvement Area #2 49
Exhibit A-5 - Map of Improvement Area #3 50
Exhibit A-6 – Lot Type Classification Map 51
Exhibit B – Project Costs 52
Exhibit C – Service Plan 53
Exhibit D – Sources and Uses of Funds 54
Exhibit E – Maximum Assessment and Tax Rate Equivalent 55
Exhibit F – TIRZ No. 2 Maximum Annual Credit Amount 56
Exhibit G-1 – Improvement Area #1 Assessment Roll 57
Exhibit G-2 – Improvement Area #1 Annual Installments 63
Exhibit H-1 – Major Improvement Area Assessment Roll 64
Exhibit H-2 – Major Improvement Area Annual Installments 74
Exhibit I-1 – Improvement Area #2 Assessment Roll 75
Exhibit I-2 – Improvement Area #2 Annual Installments 85
Exhibit J-1 – Improvement Area #3 Assessment Roll 86

Exhibit J-2 - Improvement Area #3 Annual Installments 87
Exhibit K-1 – Maps of Improvement Area #1 Improvements 87
Exhibit K-2 – Maps of Major Improvements 92
Exhibit K-3 – Maps of Improvement Area #2 Improvements 97
Exhibit K-4 – Maps of Improvement Area #3 Improvements 101
Exhibit L – Form of Notice of PID Assessment Termination 105
Exhibit M-1 – Debt Service Schedule for Improvement Area #1 Bonds 108
Exhibit M-2 – Debt Service Schedule for Major Improvement Area Bonds 109
Exhibit M-3 – Debt Service Schedule for Improvement Area #2 Bonds 110
Exhibit M-4 – Debt Service Schedule for Improvement Area #3 Bonds 112
Exhibit N-1 – District Legal Description 113
Exhibit N-2 – Improvement Area #1 Legal Description 114
Exhibit N-3 – Major Improvement Area Legal Description 117
Exhibit N-4 – Improvement Area #2 Legal Description 121
Exhibit N-5 - Improvement Area #3 Legal Description 128
Appendix A - Improvement Area #3 Engineer's Report 138
Appendix B – Buyer Disclosures 150

INTRODUCTION

Capitalized terms used in this 2026 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2026 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section", "Exhibit" or an "Appendix" shall be a reference to a Section of this 2026 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes.

On November 13, 2018, the City passed and approved Resolution No. 2018-11-506 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 368.2 acres located within the City, as described by metes and bounds on **Exhibit N-1** and depicted on **Exhibit A-1**.

On March 12, 2019, the City Council approved the 2019 Service and Assessment Plan for the District by adopting the 2019 Assessment Ordinance, which approved the levy of Assessments on Assessed Property within Improvement Area #1 and the Major Improvement Area of the District and approved the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll.

On July 28, 2020, the City Council adopted Resolution No. 2020-07-763 approving the 2020 Annual Service Plan Update for the District. The 2020 Annual Service Plan Update updated the Assessment Rolls for 2020.

On July 27, 2021, the City Council approved Ordinance No. 929-2021 approving the 2021 Annual Service Plan Update for the District. The 2021 Annual Service Plan Update updated the Assessment Rolls for 2021.

On July 26, 2022, the City Council approved Ordinance No. 985-2022 approving the 2022 Annual Service Plan Update for the District. The 2022 Annual Service Plan Update updated Assessment Rolls for 2022.

On December 13, 2022, the City Council approved Ordinance No. 1025-2022 approving the 2022 Amended and Restated Service and Assessment Plan for the District by adopting the 2022 Assessment Ordinance, which serves to amend and restate the 2019 Service and Assessment Plan, including all previously approved Annual Service Plan Updates (including the 2020 Annual Service Plan Update, 2021 Annual Service Plan Update, and 2022 Annual Service Plan Update), in

its entirety for the purposes of (1) identifying the Improvement Area #2 Improvements, (2) levying the Improvement Area #2 Assessment, (3) incorporating provisions relating to the City's issuance of the Improvement Area #2 Bonds and (3) updating the Assessment Rolls.

On December 13, 2022, the City Council adopted Ordinance No. 1026-2022, which approved the issuance of the Improvement Area #2 Bonds.

On July 25, 2023, the City Council approved Ordinance No. 1060-2023-07 approving the 2023 Annual Service Plan Update for the District. The 2023 Annual Service Plan Update updated Assessment Rolls for 2023.

On August 27, 2024, the City Council approved Ordinance No. 1113-2024-08 approving the 2024 Annual Service Plan Update for the District. The 2024 Annual Service Plan Update updated Assessment Rolls for 2024.

On July 22, 2025, the City Council approved Ordinance No. 1156-2025-07 approving the 2025 Annual Service Plan Update for the District. The 2025 Annual Service Plan Update updated Assessment Rolls for 2025.

This 2026 Amended and Restated Service and Assessment Plan serves to amend and restate the 2022 Amended and Restated Service and Assessment Plan, including all previously approved Annual Service Plan Updates, in its entirety for the purposes of (1) updating the Improvement Area #1 Assessment Roll; (2) updating the Improvement Area #2 Assessment Roll; (3) updating the Major Improvement Area Assessment Roll; (4) identifying the costs of the Improvement Area #3 Improvements; (5) identifying the indebtedness to be incurred for the Improvement Area #3 Improvements, and the manner of assessing the Improvement Area #3 Assessed Property for the costs of the Improvement Area #3 Improvements; (6) levying the Improvement Area #3 Assessment for the Improvement Area #3 Assessed Property; and (7) approving the Improvement Area #3 Assessment Roll. This 2026 Amended and Restated Service and Assessment Plan serves as the Annual Service Plan Update for 2026.

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

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

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property

must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The updated Improvement Area #1 Assessment Roll is contained in **Exhibit G-1**. The updated Major Improvement Area Assessment Roll is contained in **Exhibit H-1**. The Improvement Area #2 Assessment Roll is contained in **Exhibit I-1**. The Improvement Area #3 Assessment Roll is contained in **Exhibit J-1**.

SECTION I: DEFINITIONS

"2019 Assessment Ordinance" means Ordinance No. 807-2019, approved and adopted by the City Council on March 12, 2019, which levied the Improvement Area #1 Assessment against Improvement Area #1, and the Major Improvement Area Assessment against the Major Improvement Area.

"2019 Service and Assessment Plan" means the Hurricane Creek Public Improvement District Service and Assessment Plan approved by City Council on March 12, 2019 by the 2019 Assessment Ordinance, as updated annually, which was replaced in its entirety by the 2022 Amended and Restated Service and Assessment Plan.

"2020 Annual Service Plan Update" means the Annual Service Plan Update to the 2019 Service and Assessment Plan approved by City Council on July 28, 2020.

"2021 Annual Service Plan Update" means the Annual Service Plan Update to the 2019 Service and Assessment Plan approved by City Council on July 27, 2021.

"2022 Amended and Restated Service and Assessment Plan" means the 2022 Amended and Restated Service and Assessment Plan approved by City Council on December 13, 2022 which served to amend and restate the 2019 Service and Assessment Plan (as updated by the 2020 Annual Service Plan Update, 2021 Service Plan Update and 2022 Annual Service Plan Update), and which was replaced in its entirety by this 2026 Amended and Restated Service and Assessment Plan.

"2022 Annual Service Plan Update" means the Annual Service Plan Update to the 2019 Service and Assessment Plan approved by City Council on July 26, 2022.

"2022 Assessment Ordinance" means Ordinance No. 1025-2022 approved and adopted by the City Council on December 13, 2022, which levied the Improvement Area #2 Assessment against Improvement Area #2.

"2023 Annual Service Plan Update" means the Annual Service Plan Update to the 2022 Amended and Restated Service and Assessment Plan approved by City Council on July 25, 2023.

"2024 Annual Service Plan Update" means the Annual Service Plan Update to the 2022 Amended and Restated Service and Assessment Plan approved by City Council on August 27, 2024.

"2025 Annual Service Plan Update" means the Annual Service Plan Update to the 2022 Amended and Restated Service and Assessment Plan approved by City Council on July 22, 2025.

"2026 Amended and Restated Service and Assessment Plan" means this 2026 Amended and Restated Service and Assessment Plan, as updated, amended, or supplemented from time to

time, which serves to amend and restate the 2022 Amended and Restated Service and Assessment Plan in its entirety and any and all prior Annual Service Plan Updates.

"2026 Assessment Ordinance" means the Ordinance No._____ approved and adopted by the City Council on March 24, 2026, which levied the Improvement Area #3 Assessment against Improvement Area #3.

"Actual Costs" mean with respect to Authorized Improvements, the Developer's demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include: (1) the costs incurred by or on behalf of the Developer (either directly or through affiliates) 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) construction management fees; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the up to 0.50% Additional Interest charged on Assessments 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 2026 Amended and Restated 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 creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2026 Amended and Restated Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds,

including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

"Annual Service Plan Update" means an update to this 2026 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

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

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

"Assessment Roll" means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll, Improvement Area #2 Assessment Roll, Improvement Area #3 Assessment Roll, and Major Improvement Area 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 Update.

"Authorized Improvements" means the improvements authorized by Section 372.003 of the PID Act, as described in **Section III**, as further depicted on **Exhibit K-1, Exhibit K-2, Exhibit K-3,** and **Exhibit K-4.**

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

"City" means the City of Anna, Texas.

"City Council" means the governing body of the City.

"County" means Collin County, Texas.

"Delinquent Collection Costs" mean costs related to the foreclosure of the lien on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2026 Amended and Restated Service and Assessment Plan including penalties and reasonable attorney's fees to the extent permitted by law, but excluding amounts representing interest and penalty interest.

"Developer" means CADG Hurricane Creek, LLC, a Texas limited liability company, and any successor developer of property in the District or any portion thereof.

"District" means the Hurricane Creek Public Improvement District containing approximately 368.2 acres located within the City, as generally depicted on **Exhibit A-1**, and described on **Exhibit N-1**.

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

"Engineer's Report" means a report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit. The Engineer's Report for Improvement Area #3 is attached hereto as **Appendix A.**

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

"Improvement Area #1" means the initial area developed within the District as generally depicted on **Exhibit A-2**, and described on **Exhibit N-2**, consisting of approximately 92.186 acres.

"Improvement Area #1 Annual Installment" means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to the Improvement Area #1 Bonds, as shown on **Exhibit G-2.**

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

"Improvement Area #1 Assessment" means the Assessment levied against Improvement Area #1 Assessed Property, related to the Improvement Area #1 Projects, and imposed pursuant to the 2019 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

"Improvement Area #1 Assessment Roll" means the Assessment Roll for the Improvement Area #1 Assessed Property as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit G-1.**

"Improvement Area #1 Bonds" means those certain "City of Anna, Texas Special Assessment Revenue Bonds, Series 2019 (Hurricane Creek Public Improvement District Improvement Area #1 Project)" that are secured by Improvement Area #1 Assessments.

"Improvement Area #1 Improvements" means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and depicted on **Exhibit K-1.**

"Improvement Area #1 Projects" means, collectively, (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1; (2) the Improvement Area #1 Improvements; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #1 Bonds.

"Improvement Area #2" means the second area to be developed within the District as generally depicted on **Exhibit A-4**, and described on **Exhibit N-4**, consisting of approximately 69.1 acres.

"Improvement Area #2 Annual Installment" means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2; and (4) Additional Interest related to the Improvement Area #2 Bonds, as shown on **Exhibit I-2.**

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

"Improvement Area #2 Assessment" means the Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2022 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

"Improvement Area #2 Assessment Roll" means the Assessment Roll for the Improvement Area #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 Annual Service Plan Updates. The Improvement Area #2 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit I-1.**

"Improvement Area #2 Bonds" means those certain "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2022 (Hurricane Creek Public Improvement District Improvement Area #2 Projects)", that are secured by Improvement Area #2 Assessments.

"Improvement Area #2 Improvements" means the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property as further described in **Section III.C** and depicted on **Exhibit K-3.**

"Improvement Area #2 Projects" means collectively, (1) the Improvement Area #2 Improvements; and (2) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #2 Bonds.

"Improvement Area #3" means approximately 88.824 acres located within the District, as depicted on **Exhibit A-5** and described on **Exhibit N-5**.

"Improvement Area #3 Annual Installment" means the Annual Installment of the Improvement Area #3 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Additional Interest related to the Improvement Area #3 Bonds; and (4) Annual Collection Costs related to Improvement Area #3, as shown on **Exhibit J-2.**

"Improvement Area #3 Assessed Property" means any Parcel within Improvement Area #3 against which an Improvement Area #3 Assessment is levied.

"Improvement Area #3 Assessment" means the Assessment levied against Improvement Area #3 Assessed Property, related to the Improvement Area #3 Projects, and imposed pursuant to the 2026 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #3 Assessment Roll, subject to reallocation or reduction according to the provisions herein and in the PID Act.

"Improvement Area #3 Assessment Roll" means the Assessment Roll for the Improvement Area #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 Annual Service Plan Updates. The Improvement Area #3 Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit J-1.**

"Improvement Area #3 Bonds" means those certain "City of Anna, Texas Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project)" that are secured by Improvement Area #3 Assessments.

"Improvement Area #3 Improvements" means the Authorized Improvements which only benefit the Improvement Area #3 Assessed Property, as further described in **Section III.D** and depicted on **Exhibit K-4.**

"Improvement Area #3 Initial Parcels" means all of the Improvement Area #3 Assessed Property against which the entire Improvement Area #3 Assessment is levied at the time of the 2026 Assessment Ordinance.

"Improvement Area #3 Projects" means, collectively, (1) the Improvement Area #3 Improvements; (2) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #3 Bonds; and (3) the first year's Annual Collection Costs related to the Improvement Area #3 Bonds.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of each series of PID Bonds, as amended from time to time, between the City and a Bond Trustee setting forth 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 #1 generally marketed to homebuilders as a 70'**.** The buyer disclosure for Lot Type 1 is attached in **Appendix B**.

"Lot Type 2" means a Lot within Improvement Area #1 generally marketed to homebuilders as a 80' Lot**.** The buyer disclosure for Lot Type 2 is attached in **Appendix B**.

"Lot Type 3" means a Lot within Improvement Area #2 generally marketed to homebuilders as a 40' Lot. The buyer disclosure for Lot Type 3 is attached in **Appendix B**.

"Lot Type 4" means a Lot within Improvement Area #2 generally marketed to homebuilders as a 50' Lot. The buyer disclosure for Lot Type 4 is attached in **Appendix B**.

"Lot Type 5" means a Lot within Improvement Area #2 generally marketed to homebuilders as a 70' Lot. The buyer disclosure for Lot Type 5 is attached in **Appendix B**.

"Lot Type 6" means a Lot within Improvement Area #2 generally marketed to homebuilders as an 80' Lot. The buyer disclosure for Lot Type 6 is attached in **Appendix B**.

"Lot Type 7" means a Lot within Improvement Area #2 generally marketed to homebuilders as a 90' Lot. The buyer disclosure for Lot Type 7 is attached in **Appendix B**.

"Lot Type 8" means a Lot within Improvement Area #3 generally marketed to homebuilders as a 40' Lot**.** The buyer disclosure for Lot Type 8 is attached in **Appendix B**.

"Lot Type 9" means a Lot within Improvement Area #3 generally marketed to homebuilders as a 50' Lot**.** The buyer disclosure for Lot Type 9 is attached in **Appendix B**.

"Lot Type 10" means a Lot within Improvement Area #3 generally marketed to homebuilders as a 60' Lot**.** The buyer disclosure for Lot Type 10 is attached in **Appendix B**.

"Major Improvement Area" means approximately 276.014 acres located within the District, as described on **Exhibit N-3** and generally depicted on **Exhibit A-3**. The Major Improvement Area includes all of the District, save and except Improvement Area #1.

"Major Improvement Area Annual Installment" means the Annual Installment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to the Major Improvement Area; and (4) Additional Interest related to the Major Improvement Area Bonds, as shown on **Exhibit H-2.**

"Major Improvement Area Assessed Property" means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

"Major Improvement Area Assessment" means the Assessment levied against the Major Improvement Area Assessed Property and related to Major Improvement Area Projects and imposed pursuant to the 2019 Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation or reduction according to the provision herein and in the PID Act.

"Major Improvement Area Assessment Roll" means the Assessment Roll for the Major Improvement Area Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Major Improvement Area Assessment Roll is included in this 2026 Amended and Restated Service and Assessment Plan as **Exhibit H-1.**

"Major Improvement Area Projects" means collectively, (1) the Major Improvement Area Projects; and (2) Bond Issuance Costs incurred in connection with the issuance of the Major Improvement Area Bonds.

"Major Improvement Area Bonds" means those certain "City of Anna, Texas Special Assessment Revenue Bonds, Series 2019 (Hurricane Creek Public Improvement District Major Improvement Area Project)" that are secured by actual revenues received by or on behalf of the City from the collection of the Major Improvement Area Assessment, or the Annual Installments thereof.

"Major Improvement Area Projects" means the pro rata portion of the Major Improvements allocable to the Major Improvement Area.

"Major Improvements" means those Authorized Improvements that confer special benefit to all the Assessed Property within the District, and as further described in **Section III.B** and depicted on **Exhibit K-2.**

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

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

"Parcel" or **"Parcel(s)"** means a specific property within the District identified by either a tax map parcel identification number assigned by the Collin 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. This term is used in this 2026 Amended and Restated Service and Assessment Plan to collectively refer to: (1) the Improvement Area #1 Bonds, (2) the Major Improvement Area Bonds, (3) the Improvement Area #2 Bonds, and (4) the Improvement Area #3 Bonds, including any bonds issued to refund these bonds.

"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.

“Private Improvements” means improvements that are required to be constructed, or caused to be constructed, by the Developer to deliver final lots and that are not Authorized Improvements. Costs of Private Improvements will not be paid nor reimbursed through the collection of Annual Installments, TIRZ No. 2 Revenues, or from the proceeds of PID Bonds.

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

“TIRZ No. 2” means Tax Increment Reinvestment Zone No. 2, City of Anna, Texas created by the City pursuant to TIRZ Creation Ordinance No. 804-2019 on March 12, 2019.

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

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

“TIRZ No. 2 Maximum Annual Credit Amount” means for each Lot Type in Improvement Area #1, the amount shown on **Exhibit F.**

“TIRZ No. 2 Creation Ordinance” means Ordinance No. 804-2019 adopted by the City Council on March 12, 2019, approving the TIRZ No. 2 Project Plan and authorizing the use of TIRZ No. 2 Revenues for project costs under the Chapter 311, Texas Tax Code as amended.

“TIRZ No. 2 Project Plan” means the Tax Reinvestment Zone Number Two, City of Anna, Texas, Project and Finance Plan, dated March 26, 2019.

“TIRZ No. 2 Revenues” mean, for each year during the term of TIRZ No. 2, the amounts which are deposited in the TIRZ No. 2 Fund pursuant to the TIRZ No. 2 Ordinance, and the TIRZ No. 2 Project Plan.

“Trustee” means a trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 368.20 contiguous acres located within the City, as more particularly described on **Exhibit N-1**, and depicted on **Exhibit A-1.** Development of the District is anticipated to include approximately 895 single-family homes.

Improvement Area #1 includes approximately 92.186 contiguous acres located within the City, described on **Exhibit N-2**, and depicted on **Exhibit A-2.** Development of Improvement Area #1 includes 220 single-family homes.

The Major Improvement Area comprises future development phases for the District, none of which is within Improvement Area #1. The Major Improvement Area includes approximately 276.014 contiguous acres located within the City, as described on **Exhibit N-3**, and depicted on **Exhibit A-3**. Development of the Major Improvement Area is anticipated to include approximately 675 single-family homes. Improvement Area #2 and Improvement Area #3 are wholly within the Major Improvement Area.

Improvement Area #2 is located wholly within the Major Improvement Area, and includes approximately 69.1 acres as described on **Exhibit N-4**, and depicted on **Exhibit A-4.** Development of Improvement Area #2 includes 340 single-family homes.

Improvement Area #3 is located wholly within the Major Improvement Area, and includes approximately 88.824 acres as described on **Exhibit N-5**, and depicted on **Exhibit A-5**. Development of Improvement Area #3 is anticipated to contain 335 single family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs described below are costs of Authorized Improvements, as defined by the PID Act, that confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit B**.

A. Improvement Area #1 Improvements

All Improvement Area #1 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Street Improvements*

  Improvements including subgrade stabilization (including lime treatment and

compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #1.

- *Water Improvements*

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

- *Sanitary Sewer Improvements*

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

- *Storm Drainage Improvements*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for each Lot in Improvement Area #1.

B. Major Improvements

All Major Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Street Improvements*

  Improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices.

- *Water Distribution System Improvements*

  Improvements consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the District.

- *Sanitary Sewer Improvements*

Improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the District.

- *Storm Drainage Improvements*

  Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts.

C. Improvement Area #2 Improvements

All Improvement Area #2 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

  Improvements including subgrade stabilization (including excavation), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #2.

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will provide water service to each Lot within Improvement Area #2.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the Improvement Area. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #2.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to

provide storm water. The storm drainage improvements will provide storm drainage to each Lot within Improvement Area #2.

- *Soft Costs*

  Improvements including engineering and design, construction inspection fees, geotechnical testing, governmental submittal fees, and 2% contractor completion bonds for the Improvement Area #2 Improvements described above.

D. Improvement Area #3 Improvements

All Improvement Area #3 Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Streets*

  Improvements including subgrade stabilization (including excavation), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide street access to each Lot within Improvement Area #3.

- *Water*

  Improvements including trench excavation and embedment, trench safety, PVC piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, and erosion control. These lines will include all necessary appurtenances to be fully operational transmission lines extending water service to the limits of the Improvement Area. The water improvements will provide water service to each Lot within Improvement Area #3.

- *Wastewater*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, sewer mains, testing, related earthwork, excavation, and erosion control. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the Improvement Area. The wastewater improvements will provide wastewater service to each Lot within Improvement Area #3.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to

provide storm water. The storm drainage improvements will provide storm drainage to each Lot within Improvement Area #3.

- *Soft Costs*

  Improvements including engineering and design, construction inspection fees, geotechnical testing, district formation costs, and governmental submittal fees for the Improvement Area #3 Improvements described above.

E. 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 under an applicable Indenture in connection with the issuance of 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 plus a fee for underwriter's counsel.

- *Cost of Issuance*

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

F. Other Costs

- *Deposit to Administrative Fund*

  Includes District Annual Collection Costs for the first year 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 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 Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2026 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **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 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 2026 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

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

A. Assessment Methodology

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

- The costs of the Major Improvements were allocated between Improvement Area #1 and

the Major Improvement Area pro rata based on the ratio of the Estimated Buildout Value of each Parcel designated as Major Improvement Area Assessed Property or Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Assessed Property within the District at the time the 2019 Service and Assessment Plan was approved. At that time, Improvement Area #1 was allocated 31.51% of the Major Improvements, and the Major Improvement Area was allocated the remaining 68.49% of the Major Improvements.

- The costs of the Major Improvement Area Projects were allocated 100% to Major Improvement Area Assessed Property by spreading the entire Major Improvement Area Assessment across all Major Improvement Area Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Major Improvement Area Assessed Property to the Estimated Buildout Value of all Major Improvement Area Assessed Property at the time the 2019 Service and Assessment Plan was approved.
- The costs of the Improvement Area #1 Projects were allocated 100% to Improvement Area #1 Assessed Property by spreading the entire Improvement Area #1 Assessment across all Improvement Area #1 Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property at the time the 2019 Service and Assessment Plan was approved.
- The costs of the Improvement Area #2 Projects were allocated 100% to Improvement Area #2 Assessed Property by spreading the entire Improvement Area #2 Assessment across all Improvement Area #2 Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2 Assessed Property to the Estimated Buildout Value of all Improvement Area #2 Assessed Property at the time the 2022 Amended and Restated Service and Assessment Plan was approved.
- The costs of the Improvement Area #3 Projects shall be allocated 100% to Improvement Area #3 Assessed Property by spreading the entire Improvement Area #3 Assessment across all Improvement Area #3 Assessed Property based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #3 Assessed Property to the Estimated Buildout Value of all Improvement Area #3 Assessed Property at the time this 2026 Amended and Restated Service and Assessment Plan was approved.

B. Assessments

Assessments are levied on the Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit G-1**, the Major Improvement Area Assessment Roll, attached hereto as **Exhibit H-1**, the Improvement Area #2 Assessment Roll, attached hereto as

Exhibit I-1, and the Improvement Area #3 Assessment Roll attached hereto as **Exhibit J-1**. The projected Annual Installments for Improvement Area #1 are shown on **Exhibit G-2**, the projected Annual Installments for the Major Improvement Area are shown on **Exhibit H-2**, the projected Annual Installments for Improvement Area #2 are shown on **Exhibit I-2**, and the project Annual Installments for Improvement Area #3 are shown on **Exhibit J-2**, subject to revisions made in any Annual Service Plan Update. Upon division or subdivision of the Improvement Area #3 Initial parcels, the Improvement Area #3 Assessment, and the Major Improvement Area Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type within Improvement Area #1, Improvement Area #2, Improvement Area #3, and Major Improvement Area is shown on **Exhibit E**. In no case will the Assessment 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, or Lot Type 10 exceed the corresponding Maximum Assessment.

C. Findings of Special Benefit

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

1. *Improvement Area #1 Assessments*

    a. The costs of the Improvement Area #1 Projects were equal to $8,384,413 as shown on **Exhibit B**; and

    b. The Improvement Area #1 Assessed Property received special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects; and

    c. With the adoption of the 2019 Assessment Ordinance, the Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which equaled $7,375,000 and is currently outstanding in the amount of $6,655,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit G-1**; and

    d. The special benefit ($\geq$ $8,384,413) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects was equal to or greater than the amount of the Improvement Area #1 Assessment ($7,375,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Projects; and

    e. At the time the City Council approved the 2019 Assessment Ordinance, the Developer owned 100% of the Improvement Area #1 Assessed Property. The

Developer acknowledged that the Improvement Area #1 Projects conferred a special benefit on the Improvement Area #1 Initial parcel and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described and the 2019 Assessment Ordinance; (2) the 2019 Service and Assessment Plan and the 2019 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial parcel.

2. *Major Improvement Area Assessments*

   a. The costs of the Major Improvement Area Projects were equal to $3,535,000 as shown on **Exhibit B**; and

   b. The Major Improvement Area Assessed Property received special benefit from the Major Improvement Area Projects equal to or greater than the Actual Cost of the Major Improvement Area Projects; and

   c. With the adoption of the 2019 Assessment Ordinance, the Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessment. The Major Improvement Area Assessment was levied on Major Improvement Area Assessed Property for the Major Improvement Area Projects, which equals $3,535,000 and is currently outstanding in the amount of $3,225,000, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit H-1**; and

   d. The special benefit ($\geq$ $3,535,000) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects was equal to or greater than the amount of the Major Improvement Area Assessment ($3,535,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Projects; and

   e. At the time the City Council approved the 2019 Assessment Ordinance, the Developer owned 100% of the Major Improvement Area Assessed Property. The Developer acknowledged that the Major Improvement Area Projects conferred a special benefit on the Major Improvement Area Initial parcel and consented to the imposition of the Major Improvement Area Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described and the 2019 Assessment Ordinance; (2) the 2019 Service and Assessment Plan and the 2019 Assessment Ordinance; and (3) the levying of the

Major Improvement Area Assessment on the Major Improvement Area Initial parcel.

- *Improvement Area #2 Assessments*
    - The costs of the Improvement Area #2 Projects equal $10,550,000 as shown on **Exhibit B**; and
    - The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Projects equal to or greater than the Actual Cost of the Improvement Area #2 Projects; and
    - With the adoption of the 2022 Assessment Ordinance, the Improvement Area #2 Assessed Property shall be allocated 100% of the Improvement Area #2 Assessment levied for the Improvement Area #2 Projects, which equal $10,550,000 and is currently outstanding in the amount of $10,075,000, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit I-1**; and
    - The special benefit ($\geq$ $10,550,000) received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Projects is equal to or greater than the amount of the Improvement Area #2 Assessment ($10,550,000) levied on the Improvement Area #2 Assessed Property for the Improvement Area #2 Projects; and
    - At the time the City Council approved the 2022 Assessment Ordinance, the Developer owned 100% of the Improvement Area #2 Assessed Property. The Developer acknowledged that the Improvement Area #2 Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein, and the 2022 Assessment Ordinance levying the Improvement Area #2 Assessment; (2) the 2022 Amended and Restated Service and Assessment Plan and the 2022 Assessment Ordinance levying the Improvement Area #2 Assessment; and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.
- *Improvement Area #3 Assessments*
    - The costs of the Improvement Area #3 Projects equal $13,590,000 as shown on **Exhibit B**; and

- The Improvement Area #3 Assessed Property receives special benefit from the Improvement Area #3 Projects equal to or greater than the Actual Cost of the Improvement Area #3 Projects; and
- With the adoption of the 2026 Assessment Ordinance, the Improvement Area #3 Assessed Property shall be allocated 100% of the Improvement Area #3 Assessment levied for the Improvement Area #3 Projects, which equal $13,590,000; and
- The special benefit (≥ $13,590,000) received by the Improvement Area #3 Assessed Property from the Improvement Area #3 Projects is equal to or greater than the amount of the Improvement Area #3 Assessment ($13,590,000) levied on the Improvement Area #3 Assessed Property for the Improvement Area #3 Projects; and
- At the time the City Council approved the 2026 Assessment Ordinance, the Developer owned 100% of the Improvement Area #3 Assessed Property. The Developer acknowledged that the Improvement Area #3 Improvements confer a special benefit on the Improvement Area #3 Assessed Property and consented to the imposition of the Improvement Area #3 Assessments to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein, and the 2026 Assessment Ordinance levying the Improvement Area #3 Assessment; (2) this 2026 Amended and Restated Service and Assessment Plan and the 2026 Assessment Ordinance levying the Improvement Area #3 Assessment; and (3) the levying of the Improvement Area #3 Assessments on the Improvement Area #3 Assessed Property.

D. Annual Collection Costs

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

E. Additional Interest

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

F. TIRZ No. 2 Annual Credit Amount

The City Council, in accordance with the Amended and Restated PID Reimbursement Agreement, has agreed to use a portion of TIRZ No. 2 Revenues generated (the "TIRZ No. 2 Annual Credit Amount") from each Improvement Area #1 Assessed Property within the City's corporate limits to offset a portion of such property's Improvement Area #1 Annual Installment of the Improvement Area #1 Assessment, as applicable.

1. The Improvement Area #1 Annual Installment for an Improvement Area #1 Assessed Property within the City's corporate limits shall be reduced by the TIRZ No. 2 Annual Credit Amount equal to the TIRZ No. 2 Revenue generated by the Assessed Property, on a Lot-by-Lot basis for the previous Tax Year (i.e. TIRZ No. 2 Revenue collected from the Improvement Area #1 Assessed Property for Tax Year 2023 shall be applied as the TIRZ No. 2 Annual Credit Amount applicable to such Improvement Area #1 Assessed Property's Improvement Area #1 Annual Installment, as applicable, to be collected in Tax Year 2024). In no event shall the TIRZ No. 2 Annual Credit Amount exceed the TIRZ No. 2 Maximum Annual Credit Amount shown in **Section V.F.2** as calculated on **Exhibit F** for each Lot of Assessed Property within Improvement Area #1.

2. The TIRZ No. 2 Maximum Annual Credit Amount for an Improvement Area #1 Assessed Property within the City's corporate limits is calculated for each Lot Type, as shown on **Exhibit F**. The TIRZ No. 2 Maximum Annual Credit Amount is calculated so that the Improvement Area #1 Annual Installment minus the TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type produces a total equivalent tax rate for such Lot Type which does not exceed the equivalent ad valorem tax rate, taking into consideration the tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Improvement Area #1 Annual Installment, as applicable, based on Estimated Buildout Values at the time the 2019 Assessment Ordinance was approved. The resulting TIRZ No. 2 Maximum Annual Credit Amount for each applicable Lot Type within the Improvement Area #1 is shown on **Exhibit F**.

After the TIRZ No. 2 Annual Credit Amount is applied to provide a credit towards a portion of the Improvement Area #1 Annual Installment for the Assessed Property within the City's corporate limits, any excess TIRZ No. 2 Revenues available from the TIRZ No. 2 Fund shall be transferred from the TIRZ No. 2 Fund to the City, and shall not be available to offset the applicable Annual Installment related to such Lot.

3. For the term of the Improvement Area #1 Bonds, TIRZ No. 2 Maximum Annual Credit Amount may not be lowered even if the total equivalent tax rate on Improvement Area #1 increases above or decreases below $3.07 per $100 of assessed value (inclusive of the equivalent tax rate of the Improvement Area #1 Annual Installment, as applicable, and all overlapping taxing jurisdictions) based on increases or decreases in the rates charged by taxing jurisdictions

other than the City, including the school and the county, for each Lot Type unless Improvement Area #1 Assessments are lowered by a like amount.

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 for 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 Developer, 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 Value 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, and Lot Type 10 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the

Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type
D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property
E = the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Value 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, and Lot Type 10 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

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

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Parcel or Lot, 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 L**.

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, and the TIRZ No. 2 Annual Credit Amount, applicable only to Lots within Improvement Area #1, 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 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. 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 pay, at any time, all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

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

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

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-2** shows the estimated Annual Installments for Improvement Area #1, **Exhibit I-2** shows the estimated Annual Installments for Improvement Area #2, **Exhibit J-2** shows the estimated Annual Installments for Improvement Area #3, and **Exhibit H-2** shows the estimated Annual Installments for the Major Improvement Area. 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 property not including any Non-Benefitted Property or non-assessed property, as shown by Collin 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.

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.

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 in Annual Installments, or payable as otherwise provided by this 2026 Amended and Restated Service and Assessment Plan, as updated, or 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 list of current Lots within the District, the corresponding total Assessments, and current Annual Installment by Lot for Improvement Area #1, the Major Improvement Area, Improvement Area #2, and Improvement Area #3 are shown on the Assessment Rolls attached hereto as **Exhibit G-1**, **Exhibit H-1, Exhibit I-1**, and **Exhibit J-1**, respectively. The Lots shown on the Assessment Rolls will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027.

The Improvement Area #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 #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Major Improvement Area 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 Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 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 #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #3 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 #3 Assessment Roll and Improvement Area #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 2026 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such a written notice or 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 2026 Amended and Restated 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 2026 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2026 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2026 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2026 Amended and Restated Service and Assessment Plan. Interpretations of this 2026 Amended and Restated 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 Developer 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 Secretary shall file and record in the real property records of the County the executed Assessment Ordinance approving this 2026 Amended and Restated Service and Assessment Plan. In addition, the City Secretary 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 each respective Annual Service Plan Update is approved.

E. Severability

If any provision of this 2026 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

SECTION IX: ADDITIONAL INFORMATION

The following information shall serve as the Annual Service Plan Update for Improvement Area #1, Improvement Area #2, and the Major Improvement Area.

A. Parcel Subdivision

Improvement Area #1

The Final Plat of the Villages of Hurricane Creek Phase 1 was filed and recorded with the County on October 15, 2020.

See the completed Lot Type classification summary within Improvement Area #1 below:

Improvement Area #1	
Lot Type	**Number of Lots**
Lot Type 1	143
Lot Type 2	77
Total	**220**

Improvement Area #2

The Final Plat of The Villages of Hurricane Creek Phase 1B was filed and recorded with the County on August 11, 2023, and consists of 68 residential Lots and 5 Lots of Non-Benefited Property.

The Final Plat of The Villages of Hurricane Creek Phase 1 Lots 19R-23, 3X, 24X, Block K, a Replat of Lots 19 & 1X, Block K of the Villages of Hurricane Creek was filed and recorded with the County on August 11, 2023, and consists of 5 residential Lots and 2 Lots of Non-Benefited Property.

The Final Plat of Phase 2 was filed and recorded with the County on August 11, 2023, and consists of 267 residential Lots and 5 Lots of Non-Benefited Property.

See the completed Lot Type classification summary within Improvement Area #2 below:

Improvement Area #2	
Lot Type	**Number of Lots**
Lot Type 3	44
Lot Type 4	223
Lot Type 5	32
Lot Type 6	27
Lot Type 7	14
Total	**340**

B. Lot and Home Sales

Improvement Area #1

Per the Developer, the Lot ownership composition is provided below:

- Developer Owned:
  - Lot Type 1: 0 Lots
  - Lot Type 2: 0 Lots
- Homebuilder Owned:
  - Lot Type 1: 0 Lots
  - Lot Type 2: 0 Lots
- End-User Owner:
  - Lot Type 1: 143 Lots
  - Lot Type 2: 77 Lots

Improvement Area #2

Per the Quarterly Report dated December 30, 2025, the Lot ownership composition is provided below:

- Developer Owned:
  - Lot Type 3: 0 Lots
  - Lot Type 4: 60 Lots
  - Lot Type 5: 0 Lots
  - Lot Type 6: 0 Lots
  - Lot Type 7: 0 Lots
- Homebuilder Owned:
  - Lot Type 3: 0 Lots
  - Lot Type 4: 70 Lots

- Lot Type 5: 15 Lots
- Lot Type 6: 9 Lots
- Lot Type 7: 4 Lots

- End-User Owner:
  - Lot Type 3: 44 Lots
  - Lot Type 4: 93 Lots
  - Lot Type 5: 17 Lots
  - Lot Type 6: 18 Lots
  - Lot Type 7: 10 Lots

C. TIRZ No. 2 Annual Credit Amount

The TIRZ No. 2 Annual Credit Amount will be determined as TIRZ No. 2 Revenues are generated and will be reflected on a parcel-by-parcel basis and only be applied to offset a portion of the principal and interest of such Parcel's Annual Installment due 1/31/2027 as described in **Section V.G**. Application of qualifying property tax exemptions may decrease or eliminate the amount of the TIRZ No. 2 Annual Credit Amount on a parcel-by-parcel basis.

Improvement Area #1

The TIRZ No. 2 Annual Credit Amount shall only be applied to principal and interest component of the Annual Installment, as further described in the A&R SAP. The Maximum TIRZ No. 2 Annual Credit Amount for each Lot Type is shown below:

Lot Type		TIRZ No. 2 Maximum Annual Credit Amount
Improvement Area #1		
Lot Type 1	$	1,150.64
Lot Type 2	$	1,315.55

Application of qualifying property tax exemptions may decrease or eliminate the amount of the TIRZ No. 2 Annual Credit Amount available on a parcel-by-parcel basis.

The resulting TIRZ No. 2 Annual Credit Amount by Parcel is included in the Assessment Roll attached hereto as **Exhibit A-1**.

D. Annual Installment Due 1/3/2027

Improvement Area #1

- ***Principal and Interest*** **-** The total principal and interest required for the Improvement Area #1 Annual Installment is $574,087.50.

- ***TIRZ No. 2 Annual Credit Amount*** **–** The total TIRZ No. 2 Annual Credit Amount, credited against the principal and interest required for the Annual Installment, is to be determined.

- ***Additional Interest*** **-** Additional Interest is collected to fund the Delinquency and Prepayment Reserve Account. The Delinquency and Prepayment Reserve Requirement, as defined in the Improvement Area #1 Indenture, has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for Improvement Area #1 of $33,275.00.

- ***Annual Collection Costs*** **-** The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is $27,299.56.

Improvement Area #1	
Annual Collection Costs Breakdown	
Administration	$ 22,192.47
City Auditor	$ 490.16
City Administration	$ 3,000.00
Filing Fees	$ 490.16
County Collection	$ 326.77
PID Trustee Fees	$ 5,000.00
Dissemination Agent	$ 2,000.00
P3Works Dev/Issuer CDA Review	$ 2,300.00
Collection Cost Maintenance Balance	$ 10,000.00
Less CCMB from Prior Years	$ (20,000.00)
Arbitrage	$ 1,500.00
Total Administrative Costs	**$ 27,299.56**

Improvement Area #1		
Due January 31, 2027		
Principal	$	145,000.00
Interest	$	429,087.50
TIRZ No. 2 Annual Credit Amount		TBD
Additional Interest	$	33,275.00
Annual Collection Costs	$	27,299.56
Total Annual Installment	**$**	**634,662.06**

Please see the Limited Offering Memorandum for Improvement Area #1 for the pay period. See **Exhibit M-1** for the debt service schedule for the Improvement Area #1 PID Bonds as shown in the Limited Offering Memorandum.

Improvement Area #2

- ***Principal and Interest*** **-** The total principal and interest required for the Improvement Area #2 Annual Installment is $765,910.00.

- ***Additional Interest*** **-** Additional Interest is collected to fund the Delinquency and Prepayment Reserve Account. The Delinquency and Prepayment Reserve Requirement, as defined in the Improvement Area #2 Indenture, has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for Improvement Area #2 of $50,375.00.

- ***Annual Collection Costs*** **-** The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #2 is $43,856.42.

Improvement Area #2	
Annual Collection Costs Breakdown	
Administration	$ 34,580.69
City Auditor	$ 763.77
City Administration	$ 3,000.00
Filing Fees	$ 763.77
County Collection	$ 509.18
PID Trustee Fees	$ 5,000.00
Dissemination Agent	$ 2,000.00
P3Works Dev/Issuer CDA Review	$ 3,500.00
Collection Cost Maintenance Balance	$ 10,000.00
Less CCMB from Prior Years	$ (17,760.99)
Arbitrage	$ 1,500.00
Total Administrative Costs	**$ 43,856.42**

Improvement Area #2		
Due January 31, 2027		
Principal	$	175,000.00
Interest	$	590,910.00
Additional Interest	$	50,375.00
Annual Collection Costs	$	43,856.42
Total Annual Installment	**$**	**860,141.42**

Please see the Limited Offering Memorandum for Improvement Area #2 for the pay period. See **Exhibit M-3** for the debt service schedule for the Improvement Area #2 PID Bonds as shown in the Limited Offering Memorandum.

Major Improvement Area

- ***Principal and Interest*** **-** The total principal and interest required for the Major Improvement Area Annual Installment is $286,000.00.

- ***Additional Interest*** **-** The total Additional Interest Reserve Requirement, as defined in the applicable Indenture, has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Major Improvement Area Assessment, resulting in an Additional Interest amount due of $16,125.00.

- ***Annual Collection Costs*** **-** The cost of administering the District and collecting the Major Improvement Area Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Major Improvement Area Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Major Improvement Area Annual Installment is $15,597.25.

Major Improvement Area	
Annual Collection Costs Breakdown	
Administration	$ 11,141.06
City Auditor	$ 246.07
City Administration	$ 3,000.00
Filing Fees	$ 246.07
County Collection	$ 164.05
PID Trustee Fees	$ 5,000.00
Dissemination Agent	$ 2,000.00
P3Works Dev/Issuer CDA Review	$ 2,300.00
Collection Cost Maintenance Balance	$ 10,000.00
Less CCMB from Prior Years	$ (20,000.00)
Arbitrage	$ 1,500.00
Total Administrative Costs	**$ 15,597.25**

Major Improvement Area		
Due January 31, 2027		
Principal	$	70,000.00
Interest	$	216,000.00
Additional Interest	$	16,125.00
Annual Collection Costs	$	15,597.25
Total Annual Installment	**$**	**317,722.25**

Please see the Limited Offering Memorandum for Improvement Area #2 for the pay period. See **Exhibit M-3** for the debt service schedule for the Improvement Area #2 PID Bonds as shown in the Limited Offering Memorandum.

E. Prepayment of Assessments in Full

Improvement Area #1

The following is a list of all Parcels or Lots that made a Prepayment in full within Improvement Area #1.

Improvement Area #1			
Property ID	**Address**	**Lot Type**	**Prepayment Date**
2822115	3208 Lakeshore Dr	2	2021-10-12
2822017	3032 Lakeshore Dr	1	2022-04-18
2821926	3012 Hardwood Ct	1	2023-02-28
2822044	3213 Rolling Meadow Dr	2	2023-02-27
2822108	3221 Creek Meadow Drive	2	2023-06-20
2822034	221 Wandering Way	1	2023-12-11
2822124	3240 Creek Meadow Dr	2	2024-03-21

Improvement Area #2

The following is a list of all Parcels or Lots that made a Prepayment in full within Improvement Area #2.

Improvement Area #2			
Property ID	**Address**	**Lot Type**	**Prepayment Date**
2890229	3065 Burwick Ln	4	2024-11-08

Major Improvement Area

The following is a list of all Parcels or Lots that made a Prepayment in full within the Major Improvement Area.

Major Improvement Area			
Property ID	**Address**	**Lot Type**	**Prepayment Date**
2890229	3065 Burwick Ln	4	2024-11-08

F. Partial Prepayment of Assessments

Improvement Area #1

The following is a list of all Parcels or Lots that made a partial prepayment within Improvement Area #1.

Improvement Area #1					
Property ID	Address	Lot Type	Prepayment Date	Prepayment	
2821998	3128 Lakeshore Dr	1	2021-11-23	$	3,500.00
2821998	3128 Lakeshore Dr	1	N/A[a]	$	166.46
2822012	3012 Lakeshore Dr	1	2024-07-19	$	10,000.00

Notes:

[a] Cumulative additional reduction in outstanding Assessment due to interest savings from partial prepayments.

Improvement Area #2

No partial prepayments have occurred within Improvement Area #2.

Major Improvement Area

No partial prepayments have occurred within the Major Improvement Area.

EXHIBITS

The following Exhibits are attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Area #1
Exhibit A-3	Map of Major Improvement Area
Exhibit A-4	Map of Improvement Area #2
Exhibit A-5	Map of Improvement Area #3
Exhibit A-6	Lot Type Classification Map
Exhibit B	Project Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F	TIRZ No. 2 Maximum Annual Credit Amount
Exhibit G-1	Improvement Area #1 Assessment Roll
Exhibit G-2	Improvement Area #1 Annual Installments
Exhibit H-1	Major Improvement Area Assessment Roll
Exhibit H-2	Major Improvement Area Annual Installments
Exhibit I-1	Improvement Area #2 Assessment Roll
Exhibit I-2	Improvement Area #2 Annual Installments
Exhibit J-1	Improvement Area #3 Assessment Roll
Exhibit J-2	Improvement Area #3 Annual Installments
Exhibit K-1	Maps of Improvement Area #1 Improvements
Exhibit K-2	Maps of Major Improvements
Exhibit K-3	Maps of Improvement Area #2 Improvements
Exhibit K-4	Maps of Improvement Area #2 Improvements
Exhibit L	Form of Notice of PID Assessment Termination
Exhibit M-1	Debt Service Schedule for Improvement Area #1 Bonds
Exhibit M-2	Debt Service Schedule for Major Improvement Area Bonds
Exhibit M-3	Debt Service Schedule for Improvement Area #2 Bonds
Exhibit M-4	Debt Service Schedule for Improvement Area #3 Bonds
Exhibit N-1	District Boundary Description
Exhibit N-2	Improvement Area #1 Boundary Description
Exhibit N-3	Major Improvement Area Boundary Description
Exhibit N-4	Improvement Area #2 Boundary Description
Exhibit N-5	Improvement Area #3 Boundary Description

APPENDICES

The following Appendices are attached to and made a part of this 2026 Amended and Restated Service and Assessment Plan for all purposes:

Appendix A Improvement Area #3 Engineer's Report

Appendix B Buyer Disclosures

EXHIBIT A-1 – MAP OF DISTRICT

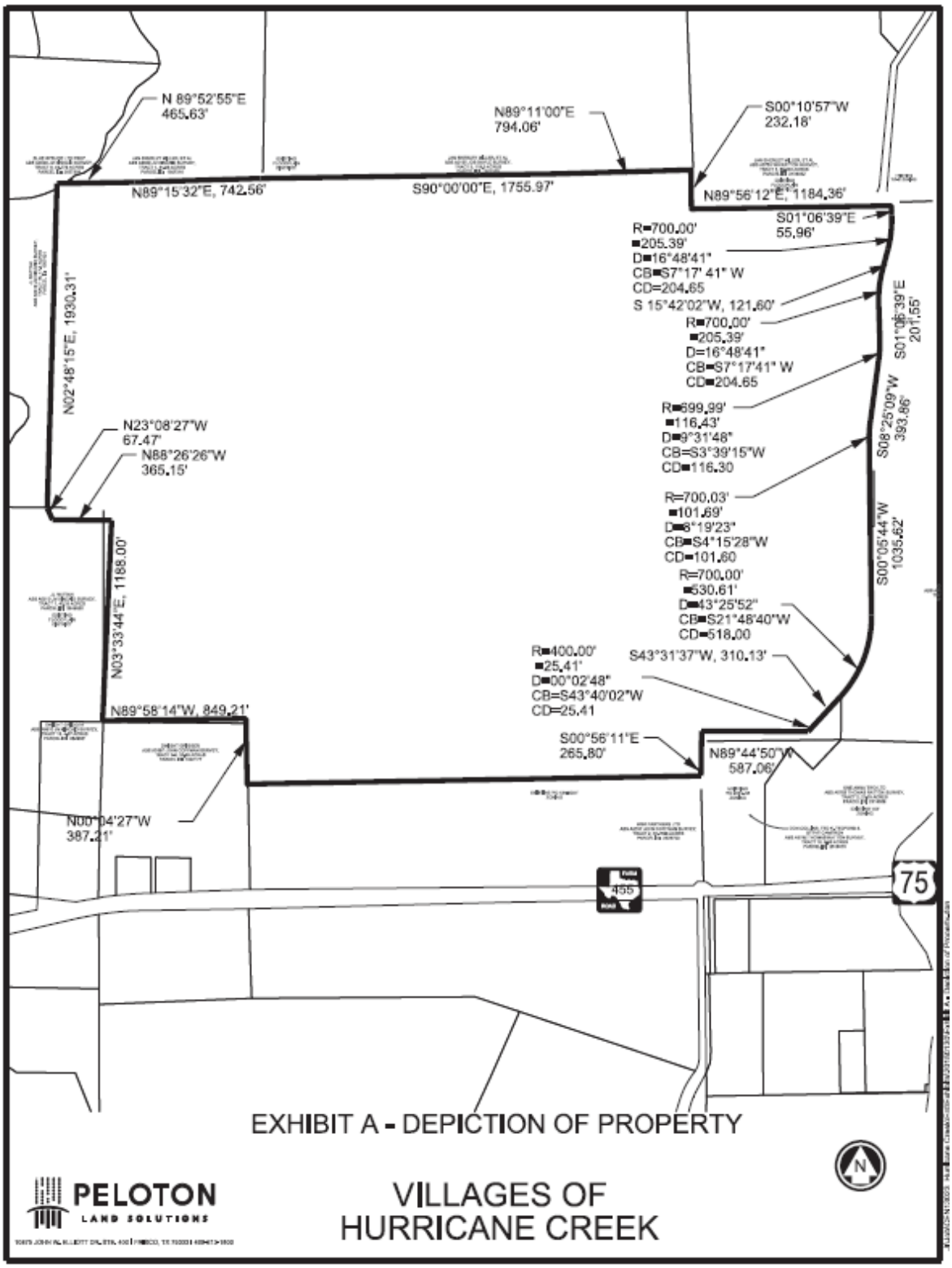


EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1

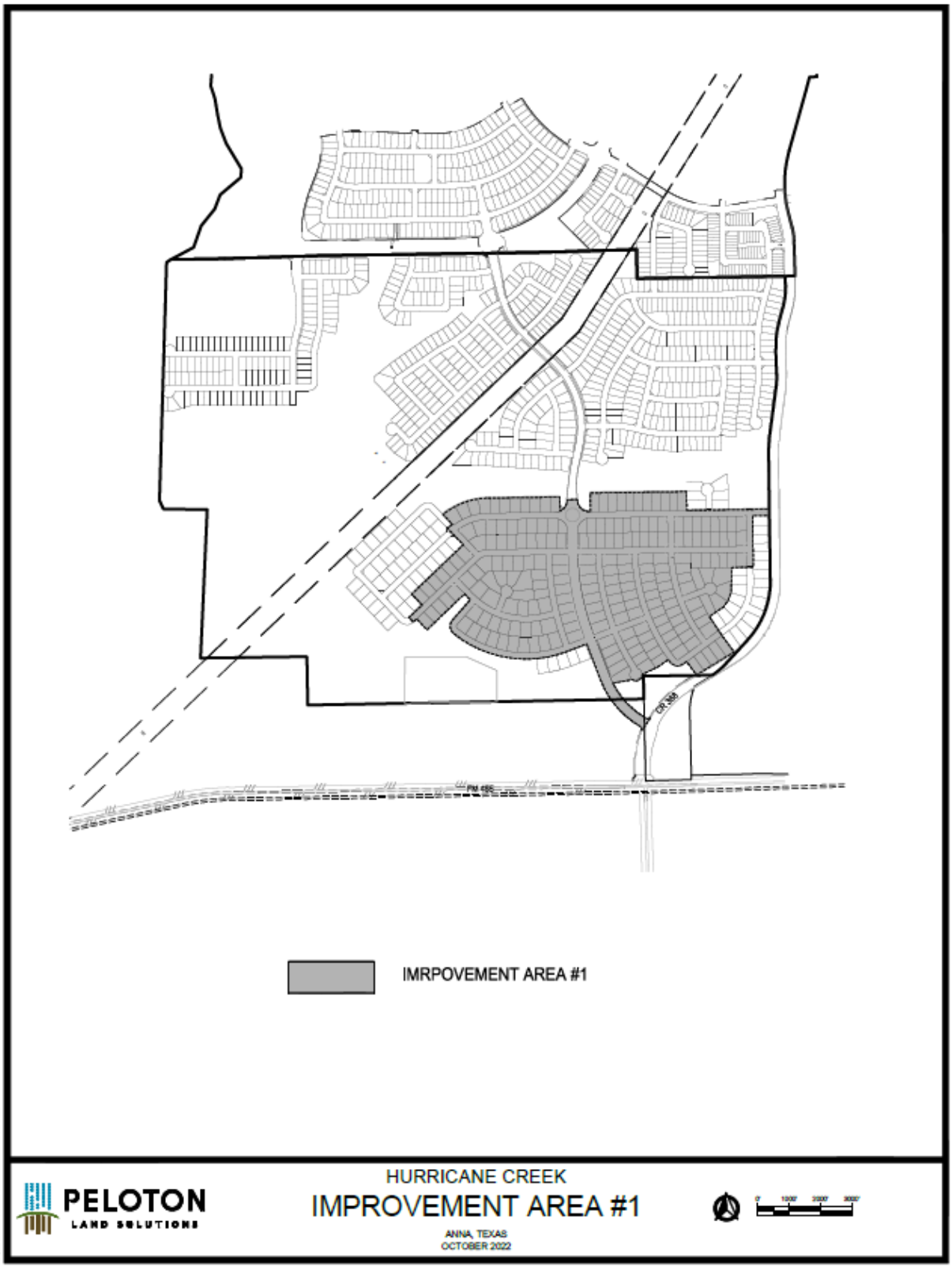


EXHIBIT A-3 – MAP OF MAJOR IMPROVEMENT AREA

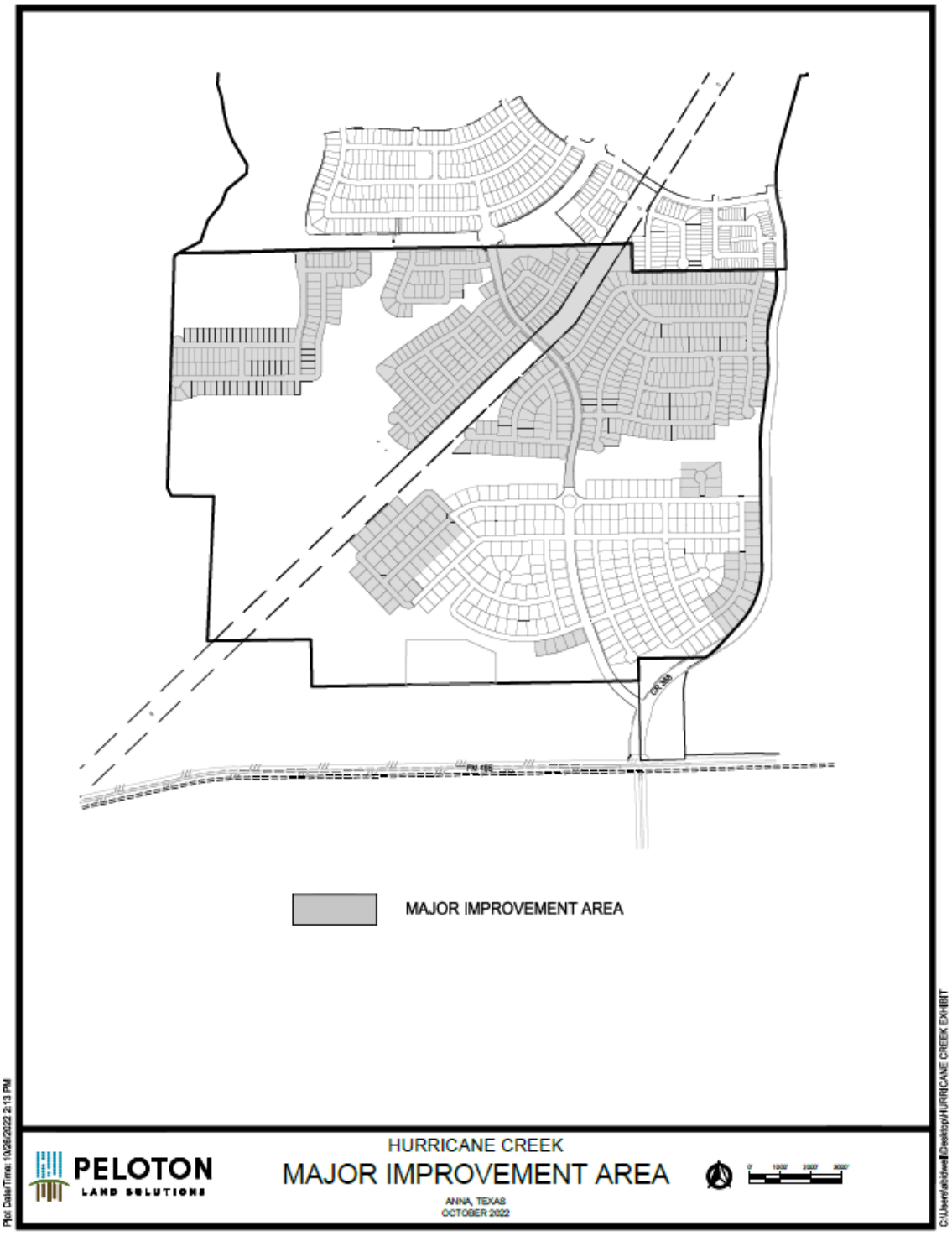


EXHIBIT A-4 – MAP OF IMPROVEMENT AREA #2

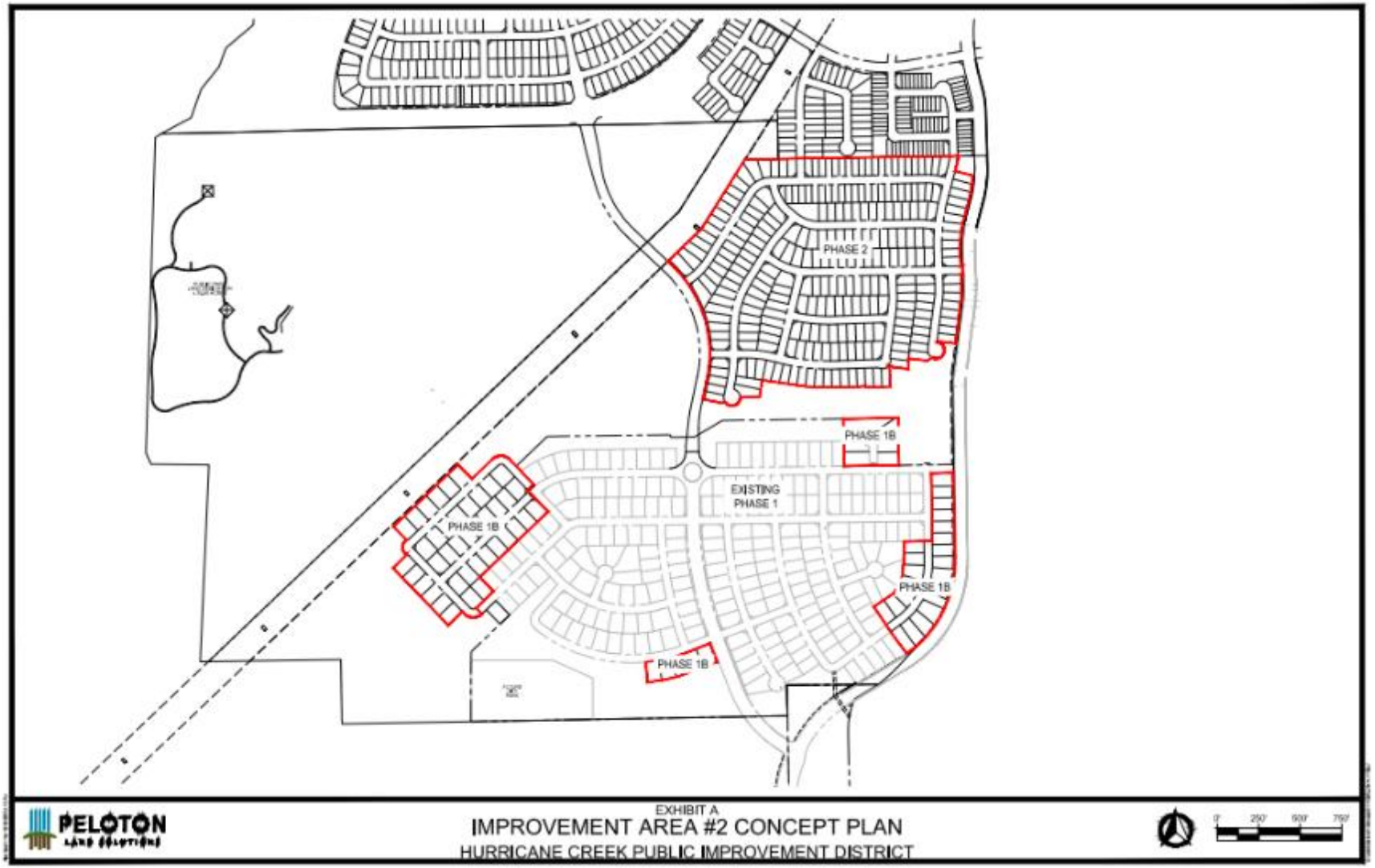


EXHIBIT A-5 - MAP OF IMPROVEMENT AREA #3

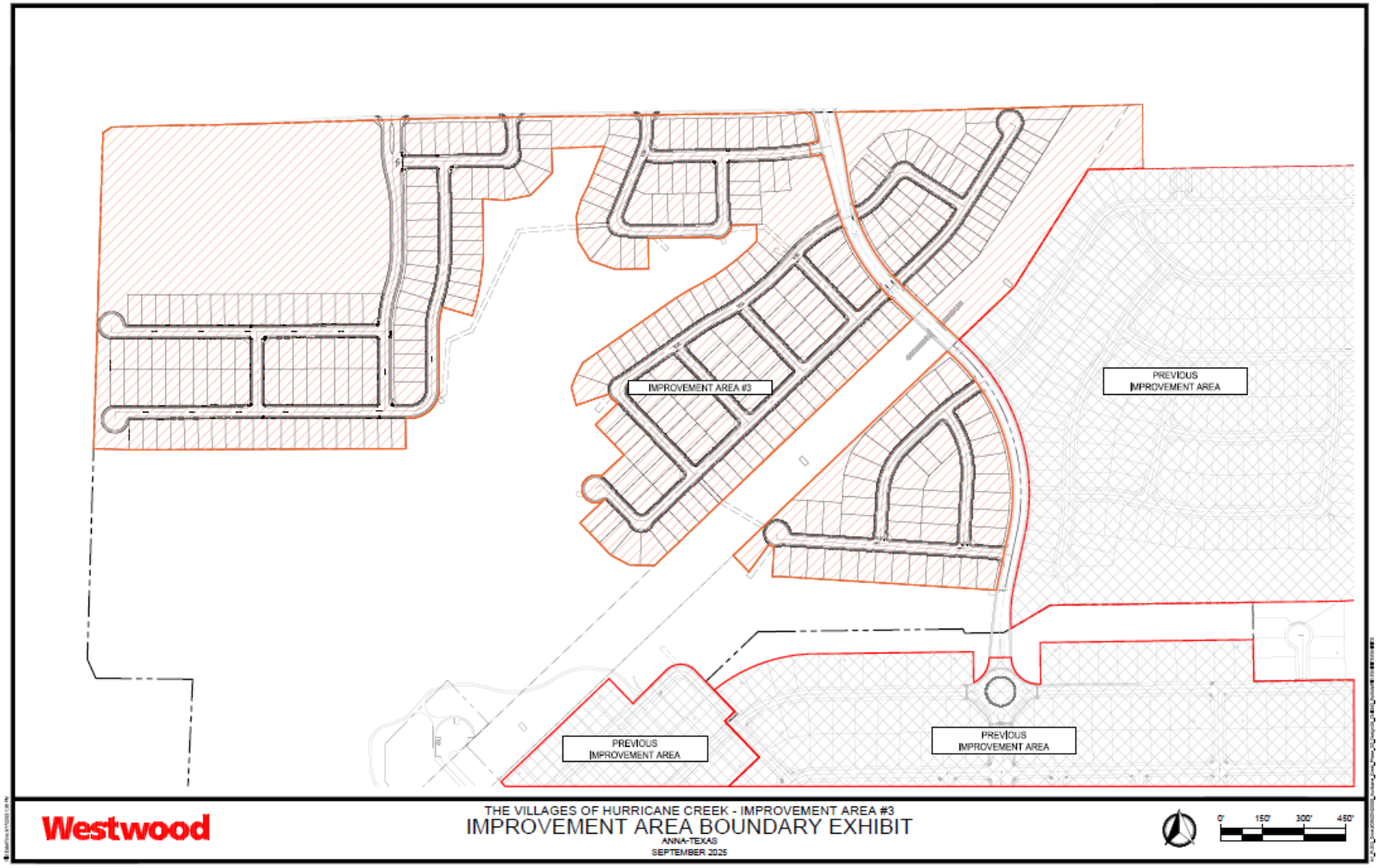
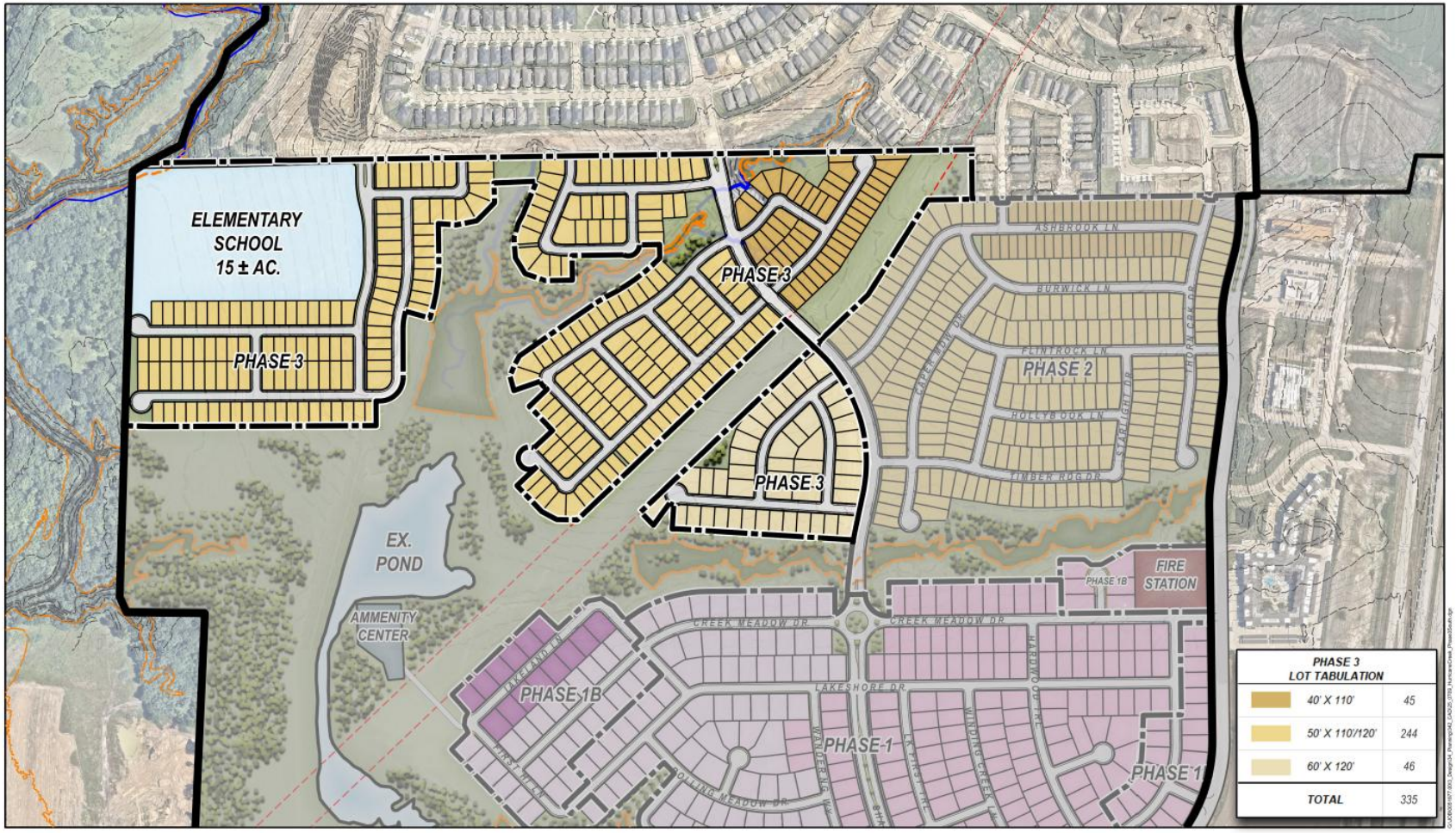


EXHIBIT A-6 – LOT TYPE CLASSIFICATION MAP



Westwood
Westwood Professional Services, Inc.
Phone(469) 213-1800
Toll Free (888) 937-5150
Firm No. F-11756
11000 Frisco Street, Suite 400
Frisco, TX 75033
westwoodps.com

THE VILLAGES OF HURRICANE CREEK
PHASE 3 - SOUTH
ANNA, TX

EXHIBIT B – PROJECT COSTS

	Total Costs	Non-PID (Oversizing)	Private Improvements[c]	District Eligible Costs	Improvement Area #1		Major Improvement Area		Improvement Area #2		Improvement Area #3	
					%	Cost	%	Cost	%	Cost	%	Cost
Improvement Area #1 Improvements												
Street	$ 2,701,765	$ -	$ -	$ 2,701,765	100.00%	$ 2,701,765	0.00%	$ -	0.00%	$ -	0.00%	$ -
Water	838,296	-	-	838,296	100.00%	838,296	0.00%	-	0.00%	-	0.00%	-
Sanitary Sewer	714,688	-	-	714,688	100.00%	714,688	0.00%	-	0.00%	-	0.00%	-
Developer District Formation Expenses	647,921	-	-	647,921	100.00%	647,921	0.00%	-	0.00%	-	0.00%	-
Geotechnical testing, SWPPP, Flood Study	463,943	-	-	463,943	100.00%	463,943	0.00%	-	0.00%	-	0.00%	-
	$ 5,366,613	$ -	$ -	$ 5,366,613		$ 5,366,613		$ -		$ -		$ -
Major Improvements												
Street	$ 1,400,925	$ -	-	$ 1,400,925	31.51%	$ 441,430	68.49%	$ 959,495	0.00%	$ -	0.00%	$ -
Water	380,448	58,856	-	321,592	31.51%	101,333	68.49%	220,259	0.00%	-	0.00%	-
Sanitary Sewer	1,217,218	169,891	-	1,047,327	31.51%	330,012	68.49%	717,315	0.00%	-	0.00%	-
Storm Drainage	597,350	-	-	597,350	31.51%	188,224	68.49%	409,126	0.00%	-	0.00%	-
Street Lights/Hike & Bike Trail	148,984	-	-	148,984	31.51%	46,945	68.49%	102,039	0.00%	-	0.00%	-
	$ 3,744,925	$ 228,747	$ -	$ 3,516,178		$ 1,107,944		$ 2,408,234		$ -		$ -
Improvement Area #2 Improvements [a]												
Street	$ 2,567,570	$ -	$ -	$ 2,567,570	0.00%	$ -	0.00%	$ -	100.00%	$ 2,567,570	0.00%	$ -
Water	1,101,249	-	-	1,101,249	0.00%	-	0.00%	-	100.00%	1,101,249	0.00%	-
Sanitary Sewer	1,223,558	-	-	1,223,558	0.00%	-	0.00%	-	100.00%	1,223,558	0.00%	-
Storm Drainage	776,994	-	-	776,994	0.00%	-	0.00%	-	100.00%	776,994	0.00%	-
Soft Costs	2,671,437	-	-	2,671,437	0.00%	-	0.00%	-	100.00%	2,671,437	0.00%	-
	$ 8,340,808	$ -	$ -	$ 8,340,808		$ -		$ -		$ 8,340,808		$ -
Improvement Area #3 Improvements [b]												
Street	$ 3,995,904	$ -	$ -	$ 3,995,904	0.00%	$ -	0.00%	$ -	0.00%	$ -	100.00%	$ 3,995,904
Water	$ 1,788,340	-	-	1,788,340	0.00%	-	0.00%	-	0.00%	-	100.00%	1,788,340
Sanitary Sewer	$ 2,638,751	-	-	2,638,751	0.00%	-	0.00%	-	0.00%	-	100.00%	2,638,751
Storm Drainage	$ 1,085,859	-	-	1,085,859	0.00%	-	0.00%	-	0.00%	-	100.00%	1,085,859
District Formation	$ 520,000	-	-	520,000	0.00%	-	0.00%	-	0.00%	-	100.00%	520,000
Soft Costs	$ 878,290	-	-	878,290	0.00%	-	0.00%	-	0.00%	-	100.00%	878,290
	$ 10,907,145	$ -	$ -	$ 10,907,145		$ -		$ -		$ -		$ 10,907,145
Private Improvements												
Private Improvements	$ 3,368,431	$ -	$ 3,368,431	$ -		$ -		$ -		$ -		$ -
	$ 3,368,431	$ -	$ 3,368,431	$ -		$ -		$ -		$ -		$ -
Bond Issuance Costs [e]												
Debt Service Reserve Fund	$ 2,765,762	$ -	$ -	$ 2,765,762		$ 585,750		$ 291,300		$ 784,400		$ 1,104,312
Capitalized Interest	1,903,773	-	-	1,903,773		670,445		490,705		411,481		331,143
Underwriter Discount[d]	1,051,500	-	-	1,084,915		221,250		106,050		316,500		407,700
Cost of Issuance	2,057,633	-	-	2,057,633		397,411		203,711		656,811		799,700
	$ 7,778,669	$ -	$ -	$ 7,812,084		$ 1,874,855		$ 1,091,766		$ 2,169,192		$ 2,642,855
Other Costs [e]												
Deposit to Administrative Fund	$ 150,000	$ -	$ -	$ -		$ 35,000		$ 35,000		$ 40,000		$ 40,000
	$ 150,000	$ -	$ -	$ -		$ 35,000		$ 35,000		$ 40,000		$ 40,000
Total	**$ 39,656,591**	**$ 228,747**	**$ 3,368,431**	**$ 35,942,828**		**$ 8,384,413**		**$ 3,535,000**		**$ 10,550,000**		**$ 13,590,000**

Footnotes:

[a] Costs were determined by the Improvement Area #2 Engineer's Report.

[b] Costs were determined by the Improvement Area #3 Engineer's Report attached hereto as **Appendix A**.

[c] Not reimburseable to the Developer through Assessments or the issuance of PID Bonds.

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

[e] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 145,000.00	$ 155,000.00	$ 165,000.00	$ 170,000.00	$ 185,000.00
Interest		$ 429,087.50	$ 420,750.00	$ 411,837.50	$ 402,350.00	$ 391,300.00
TIRZ No. 2 Annual Credit Amount[a]		**TBD**	-	-	-	-
	(1)	$ 574,087.50	$ 575,750.00	$ 576,837.50	$ 572,350.00	$ 576,300.00
Additional Interest	(2)	$ 33,275.00	$ 32,550.00	$ 31,775.00	$ 30,950.00	$ 30,100.00
Annual Collection Costs	(3)	$ 27,299.56	$ 36,515.55	$ 37,245.86	$ 37,990.78	$ 38,750.60
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 634,662.06**	**$ 644,815.55**	**$ 645,858.36**	**$ 641,290.78**	**$ 645,150.60**

Notes:

[a] Each year, the TIRZ No. 2 Revenue generated by each Lot shall be applied to the principal and interest portion of the Improvement Area #1 Annual Installment, up to the Maximum TIRZ No. 2 Annual Credit Amout. The TIRZ No. 2 Annual Credit Amount shall be updated each year in the Annual Service Plan Update as TIRZ No. 2 Revenue is generated.

Improvement Area #2						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 175,000.00	$ 183,000.00	$ 193,000.00	$ 204,000.00	$ 216,000.00
Interest		$ 590,910.00	$ 582,160.00	$ 573,010.00	$ 561,912.50	$ 550,182.50
	(1)	$ 765,910.00	$ 765,160.00	$ 766,010.00	$ 765,912.50	$ 766,182.50
Additional Interest	(2)	$ 50,375.00	$ 49,500.00	$ 48,585.00	$ 47,620.00	$ 46,600.00
Annual Collection Costs	(3)	$ 43,856.42	$ 51,119.76	$ 52,142.15	$ 53,185.00	$ 54,248.70
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 860,141.42**	**$ 865,779.76**	**$ 866,737.15**	**$ 866,717.50**	**$ 867,031.20**

Improvement Area #3							
Annual Installment Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ -	$ 144,000.00	$ 153,000.00	$ 163,000.00	$ 174,000.00	$ 187,000.00
Interest		$ 331,143.00	$ 924,120.00	$ 914,328.00	$ 903,924.00	$ 892,840.00	$ 881,008.00
Capitalized Interest		$ (331,143.00)	$ -	$ -	$ -	$ -	$ -
	(1)	$ -	$ 1,068,120.00	$ 1,067,328.00	$ 1,066,924.00	$ 1,066,840.00	$ 1,068,008.00
Additional Interest	(2)	$ -	$ 67,950.00	$ 67,230.00	$ 66,465.00	$ 65,650.00	$ 64,780.00
Annual Collection Costs	(3)	$ -	$ 40,000.00	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ -**	**$ 1,176,070.00**	**$ 1,175,358.00**	**$ 1,175,005.00**	**$ 1,174,938.32**	**$ 1,176,085.29**

Major Improvement Area						
Annual Installment Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 70,000.00	$ 75,000.00	$ 80,000.00	$ 85,000.00	$ 90,000.00
Interest		$ 216,000.00	$ 211,800.00	$ 207,300.00	$ 202,500.00	$ 196,762.50
	(1)	$ 286,000.00	$ 286,800.00	$ 287,300.00	$ 287,500.00	$ 286,762.50
Additional Interest	(2)	$ 16,125.00	$ 15,775.00	$ 15,400.00	$ 15,000.00	$ 14,575.00
Annual Collection Costs	(3)	$ 15,597.25	$ 24,579.20	$ 25,070.78	$ 25,572.19	$ 26,083.64
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 317,722.25**	**$ 327,154.20**	**$ 327,770.78**	**$ 328,072.19**	**$ 327,421.14**

EXHIBIT D – SOURCES AND USES OF FUNDS

	Non-PID Oversizing	Private Improvements	Improvement Area #1	Major Improvement Area	Improvement Area #2	Improvement Area #3	Total
Sources of Funds							
Improvement Area #1 Bonds	$ -	$ -	$ 7,375,000	$ -	$ -	$ -	$ 7,375,000
Major Improvement Area Bonds	-	-	-	3,535,000	-	-	3,535,000
Improvement Area #2 Bonds	-	-	-	-	10,550,000	-	10,550,000
Improvement Area #3 Bonds	-	-	-	-	-	13,590,000	13,590,000
Developer Contribution[a]	-	-	1,009,413	-	-	-	1,009,413
Developer Contribution - Private Improvements[a]	228,747	3,368,431	-	-	-	-	3,597,178
Total Sources	**$ 228,747**	**$ 3,368,431**	**$ 8,384,413**	**$ 3,535,000**	**$ 10,550,000**	**$ 13,590,000**	**$ 39,656,591**
Uses of Funds							
Improvement Area #1 Improvements	$ -	$ -	$ 5,366,613	$ -	$ -	$ -	5,366,613
Improvement Area #2 Improvements	-	-	-	-	8,340,808	-	8,340,808
Improvement Area #3 Improvements	-	-	-	-	-	10,907,144.55	10,907,145
Major Improvements	228,747	-	1,107,944	2,408,234	-	-	3,744,925
Private Improvements	-	3,368,431	-	-	-	-	3,368,431
	$ 228,747	$ 3,368,431	$ 6,474,557	$ 2,408,234	$ 8,340,808	$ 10,907,145	$ 31,727,922
Bond Issuance Costs [b]							
Debt Service Reserve Fund	$ -	$ -	$ 585,750	$ 291,300	$ 784,400	$ 1,104,312	$ 2,765,762
Capitalized Interest	-	-	670,445	490,705	411,481	331,143	1,903,773
Underwriter Discount[c]	-	-	221,250	106,050	316,500	407,700	1,051,500
Cost of Issuance	-	-	397,411	203,711	656,811	799,700	2,057,633
	$ -	$ -	$ 1,874,855	$ 1,091,766	$ 2,169,192	$ 2,642,855	$ 7,778,669
Other Costs							
Deposit to Administrative Fund	$ -	-	$ 35,000	$ 35,000	$ 40,000	$ 40,000	$ 150,000
	$ -	$ -	$ 35,000	$ 35,000	$ 40,000	$ 40,000	$ 150,000
Total Uses	**$ 228,747**	**$ 3,368,431**	**$ 8,384,413**	**$ 3,535,000**	**$ 10,550,000**	**$ 13,590,000**	**$ 39,656,591**

Footnotes:

[a] Non-reimbursable to Developer through PID Bonds or Assessments.

[b] Preliminary estimates only and subject to change upon the issuance of PID Bonds.

[c] Includes fee to counsel of the Underwriter.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Lot Count[a]	Estimated Buildout Value[a],[d]		Improvement Area Assessment	Major Improvement Area Assessment[c]	Total Average Installment		Total Outstanding Assessment		Gross PID TRE
		Per Unit	Total	Total	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1										
Lot Type 1	143	$ 307,000	$ 43,901,000	$ 4,119,123		$ 2,782	$ 397,787	$ 28,805	$ 4,119,123	$ 0.9089
Lot Type 2	77	$ 351,000	$ 27,027,000	$ 2,535,877		$ 3,180	$ 244,891	$ 32,933	$ 2,535,877	$ 0.9089
Subtotal	**220**		**$ 70,928,000**	**$ 6,655,000**			**$ 642,678**		**$ 6,655,000**	
Major Improvement Area										
Improvement Area #2										
Lot Type 3	44	$ 375,000	$ 16,500,000	$ 1,078,239	$ 178,296	$ 2,456	$ 108,062	$ 28,558	$ 1,256,535	$ 0.6717
Lot Type 4	223	$ 425,000	$ 94,775,000	$ 6,193,340	$ 1,024,123	$ 2,783	$ 620,699	$ 32,365	$ 7,217,462	$ 0.6717
Lot Type 5	32	$ 550,000	$ 17,600,000	$ 1,150,122	$ 190,183	$ 3,602	$ 115,266	$ 41,885	$ 1,340,304	$ 0.6717
Lot Type 6	27	$ 600,000	$ 16,200,000	$ 1,058,635	$ 175,054	$ 3,930	$ 106,097	$ 45,692	$ 1,233,689	$ 0.6717
Lot Type 7	14	$ 650,000	$ 9,100,000	$ 594,665	$ 98,333	$ 4,257	$ 59,598	$ 49,500	$ 692,998	$ 0.6717
Subtotal	**340**		**$ 154,175,000**	**$ 10,075,000**	**$ 1,665,989**		**$ 1,009,721**		**$ 1,665,989**	
Improvement Area #3										
Lot Type 8	45	$ 350,000	$ 15,750,000	$ 1,418,910	$ 182,348	$ 3,095	$ 139,283	$ 35,584	$ 1,601,258	$ 0.8843
Lot Type 9	244	$ 450,000	$ 109,800,000	$ 9,891,826	$ 1,120,565	$ 3,980	$ 971,004	$ 45,133	$ 11,012,391	$ 0.8843
Lot Type 10	46	$ 550,000	$ 25,300,000	$ 2,279,264	$ 242,321	$ 4,864	$ 223,738	$ 54,817	$ 2,521,585	$ 0.8843
Subtotal	**335**		**$ 150,850,000**	**$ 13,590,000**	**$ 1,545,234**		**$ 1,334,025**		**$ 15,135,234**	
Mandatory MIA Prepayment[f]					**$ 13,777**					
Total	**895**		**$ 375,953,000**		**$ 3,225,000**		**$ 2,986,424**		**$ 23,456,223**	

Footnotes:

[a] Per information provided by the Developer.

[b] TIRZ No. 2 Credit is only applied to Improvement Area #1 as it is the only one within the TIRZ No. 2 boundary.

[c] The Major Improvement Area Assessment reflects the outstanding assessment for the Major Improvement Area Assessed Property prior to Prepayment of Assessment paid, but not yet redeemed, as further described in **Section IX.** Therefore, this amount does not match the Major Improvement Area Assessment Roll.

[d] Estimated Buildout Value determined at the time each applicable Assessment was levied.

[e] Per information provided in draft appraisal dated 1/22/2026

[f] Due to revisions to the Developer's site plan, a mandatory prepayment was required. **Section V** and **Section VI** outline the methodology and requirements for mandatory prepayments of assessments.

EXHIBIT F – TIRZ NO. 2 MAXIMUM ANNUAL CREDIT AMOUNT

Lot Type		TIRZ No. 2 Maximum Annual Credit Amount
Improvement Area #1		
Lot Type 1	$	1,150.64
Lot Type 2	$	1,315.55

EXHIBIT G-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

			Improvement Area #1			
Property ID[a]	Lot Type	Notes	Outstanding Assessment[f]	Annual Installment before TIRZ No. 2 Offset	TIRZ No. 2 Annual Credit Amount	Annual Installment Due 1/31/2027[b]
2821900	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822050	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822053	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822059	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822060	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822061	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822062	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822063	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822064	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822065	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822066	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822078	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822079	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822080	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822081	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822082	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822084	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822085	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822088	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822090	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822091	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822093	Lot Type 2	[e]	$ 32,933.47	$ 1,572.80	TBD	$ 1,572.80
2822095	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822099	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822100	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822101	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822046	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822043	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822042	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822041	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822008	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822009	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822010	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822011	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822013	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822015	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822017	Lot Type 1	[c]	$ -	$ -	-	$ -
2822018	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822019	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822020	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28

			Improvement Area #1			
Property ID[a]	Lot Type	Notes	Outstanding Assessment[f]	Annual Installment before TIRZ No. 2 Offset	TIRZ No. 2 Annual Credit Amount	Annual Installment Due 1/31/2027[b]
2822023	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822025	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822026	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822029	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822031	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822032	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822033	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822034	Lot Type 1	[c]	$ -	$ -	-	$ -
2822035	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822036	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822038	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822039	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822040	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822024	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822007	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822103	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822105	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2821982	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821992	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822049	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822092	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2821899	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821914	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821919	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821931	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821973	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821991	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822045	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822055	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822087	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2821912	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821916	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821949	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821998	Lot Type 1	[d]	$ 25,398.64	$ 2,425.92	TBD	$ 2,425.92
2822014	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822016	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822027	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28

			Improvement Area #1			
Property ID[a]	Lot Type	Notes	Outstanding Assessment[f]	Annual Installment before TIRZ No. 2 Offset	TIRZ No. 2 Annual Credit Amount	Annual Installment Due 1/31/2027[b]
2822086	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822094	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822119	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822129	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822051	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2821971	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821961	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821934	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821926	Lot Type 1	[c]	$ -	$ -	-	$ -
2822106	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822107	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822108	Lot Type 2	[c]	$ -	$ -	TBD	$ -
2822109	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822110	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822112	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822113	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822114	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822115	Lot Type 2	[c]	$ -	$ -	-	$ -
2822116	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822117	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822118	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822104	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822121	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822124	Lot Type 2	[c]	$ -	$ -	-	$ -
2822125	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822126	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822127	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822128	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822131	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822132	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2856981	Lot Type 2	[e]	$ 32,933.47	$ 1,572.80	TBD	$ 1,572.80
2821898	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821908	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821921	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822123	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2821927	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822006	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822002	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822120	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822130	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60

			Improvement Area #1			
Property ID[a]	Lot Type	Notes	Outstanding Assessment[f]	Annual Installment before TIRZ No. 2 Offset	TIRZ No. 2 Annual Credit Amount	Annual Installment Due 1/31/2027[b]
2822133	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822134	Non-Benefited Property		$ -	$ -	-	$ -
2822136	Non-Benefited Property		$ -	$ -	-	$ -
2822137	Non-Benefited Property		$ -	$ -	-	$ -
2822138	Non-Benefited Property		$ -	$ -	-	$ -
2822139	Non-Benefited Property		$ -	$ -	-	$ -
2822141	Non-Benefited Property		$ -	$ -	-	$ -
2822142	Non-Benefited Property		$ -	$ -	-	$ -
2822143	Non-Benefited Property		$ -	$ -	-	$ -
2890470	Non-Benefited Property		$ -	$ -	-	$ -
2890471	Non-Benefited Property		$ -	$ -	-	$ -
2821896	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821897	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821902	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821903	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821904	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821905	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821906	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822111	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822098	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822097	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822083	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2821901	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821922	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821930	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821944	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821946	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821948	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821951	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821956	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821959	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821970	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821978	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821979	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821907	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821999	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822001	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822003	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822004	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822012	Lot Type 1	[d]	$ 19,188.00	$ 1,832.72	TBD	$ 1,832.72

			Improvement Area #1			
Property ID[a]	Lot Type	Notes	Outstanding Assessment[f]	Annual Installment before TIRZ No. 2 Offset	TIRZ No. 2 Annual Credit Amount	Annual Installment Due 1/31/2027[b]
2822028	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822044	Lot Type 2	[c]	$ -	$ -	-	$ -
2822047	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822048	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822052	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822054	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822056	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2822067	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822000	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822005	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821909	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821911	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821962	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821963	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821964	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821965	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821966	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821967	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821969	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821972	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821974	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821976	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821977	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821980	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821981	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821984	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821985	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821986	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821987	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821988	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821989	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821990	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821993	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821994	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821995	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821996	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821997	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821960	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821958	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821957	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28

			Improvement Area #1			
Property ID[a]	Lot Type	Notes	Outstanding Assessment[f]	Annual Installment before TIRZ No. 2 Offset	TIRZ No. 2 Annual Credit Amount	Annual Installment Due 1/31/2027[b]
2821955	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821913	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821915	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821918	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821920	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821923	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821924	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821925	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821928	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821929	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821932	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821933	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821935	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821910	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821936	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821938	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821939	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821940	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821941	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821942	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821943	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821945	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821947	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821950	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821952	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821953	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821954	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821937	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822021	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822022	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822102	Lot Type 2		$ 32,933.47	$ 3,145.60	TBD	$ 3,145.60
2821968	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2822037	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
2821975	Lot Type 1		$ 28,805.06	$ 2,751.28	TBD	$ 2,751.28
Total[g]			**$ 6,423,827.49**	**$ 613,564.31**	**TBD**	**$ 613,564.08**

Notes:

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

[b] Cumulative of TIRZ No. 2 Annual Credit Amount.

[c] Property ID has prepaid their Assessment in full.

[d] Property ID has partially prepaid their Assessment.

[e] Undivided interest of property located at 3321 Lakeshore Dr, Anna, TX 75409, billed 50% to Property ID 2856981 and 50% to Property ID 2822093.

[f] Outstanding Assessment prior to 1/31/2027 Annual Installment.

[g] Totals may not add or match Service Plan or installment schedules due to rounding and unredeemed Prepayments.

EXHIBIT G-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Principal	Interest[a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b]
2027	$ 145,000.00	$ 429,087.50	$ 27,299.56	$ 33,275.00	$ 634,662.06
2028	$ 155,000.00	$ 420,750.00	$ 36,515.55	$ 32,550.00	$ 644,815.55
2029	$ 165,000.00	$ 411,837.50	$ 37,245.86	$ 31,775.00	$ 645,858.36
2030	$ 170,000.00	$ 402,350.00	$ 37,990.78	$ 30,950.00	$ 641,290.78
2031	$ 185,000.00	$ 391,300.00	$ 38,750.60	$ 30,100.00	$ 645,150.60
2032	$ 195,000.00	$ 379,275.00	$ 39,525.61	$ 29,175.00	$ 642,975.61
2033	$ 210,000.00	$ 366,600.00	$ 40,316.12	$ 28,200.00	$ 645,116.12
2034	$ 220,000.00	$ 352,950.00	$ 41,122.44	$ 27,150.00	$ 641,222.44
2035	$ 235,000.00	$ 338,650.00	$ 41,944.89	$ 26,050.00	$ 641,644.89
2036	$ 250,000.00	$ 323,375.00	$ 42,783.79	$ 24,875.00	$ 641,033.79
2037	$ 270,000.00	$ 307,125.00	$ 43,639.46	$ 23,625.00	$ 644,389.46
2038	$ 285,000.00	$ 289,575.00	$ 44,512.25	$ 22,275.00	$ 641,362.25
2039	$ 305,000.00	$ 271,050.00	$ 45,402.50	$ 20,850.00	$ 642,302.50
2040	$ 325,000.00	$ 251,225.00	$ 46,310.55	$ 19,325.00	$ 641,860.55
2041	$ 350,000.00	$ 230,100.00	$ 47,236.76	$ 17,700.00	$ 645,036.76
2042	$ 370,000.00	$ 207,350.00	$ 48,181.49	$ 15,950.00	$ 641,481.49
2043	$ 395,000.00	$ 183,300.00	$ 49,145.12	$ 14,100.00	$ 641,545.12
2044	$ 425,000.00	$ 157,625.00	$ 50,128.03	$ 12,125.00	$ 644,878.03
2045	$ 450,000.00	$ 130,000.00	$ 51,130.59	$ 10,000.00	$ 641,130.59
2046	$ 485,000.00	$ 100,750.00	$ 52,153.20	$ 7,750.00	$ 645,653.20
2047	$ 515,000.00	$ 69,225.00	$ 53,196.26	$ 5,325.00	$ 642,746.26
2048	$ 550,000.00	$ 35,750.00	$ 54,260.19	$ 2,750.00	$ 642,760.19
Total	**$ 6,655,000.00**	**$ 6,049,250.00**	**$ 968,791.60**	**$ 465,875.00**	**$ 14,138,916.60**

Footnotes:

[a] Interest is calculated at a 6.46% rate.

[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.

EXHIBIT H-1 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

			Major Improvement Area	
Property ID[a]	Lot Type	Note	Outstanding Assessment[e]	Annual Installment Due 1/31/2027
2927274	Lot Type 6	[k]	$ 6,483.50	$ 319.46
2938525	Lot Type 3	[f]	$ 4,052.19	$ 199.66
2952870	Lot Type 3	[i]	$ 4,052.19	$ 199.66
2953909	Lot Type 4	[j]	$ 4,592.48	$ 226.29
2955769	Lot Type 4	[g]	$ 4,592.48	$ 226.29
2960447	Lot Type 3	[h]	$ 4,052.19	$ 199.66
2968307	Lot Type 3	[l]	$ 4,052.19	$ 199.66
2890042	Lot Type 5		$ 5,943.21	$ 585.68
2890044	Lot Type 5		$ 5,943.21	$ 585.68
2890045	Lot Type 5		$ 5,943.21	$ 585.68
2890046	Lot Type 5		$ 5,943.21	$ 585.68
2890047	Lot Type 5		$ 5,943.21	$ 585.68
2890048	Lot Type 5		$ 5,943.21	$ 585.68
2890049	Lot Type 5		$ 5,943.21	$ 585.68
2890050	Lot Type 5		$ 5,943.21	$ 585.68
2890052	Lot Type 5		$ 5,943.21	$ 585.68
2890053	Lot Type 5		$ 5,943.21	$ 585.68
2890054	Lot Type 5		$ 5,943.21	$ 585.68
2890055	Lot Type 5		$ 5,943.21	$ 585.68
2890056	Lot Type 5		$ 5,943.21	$ 585.68
2890057	Lot Type 5		$ 5,943.21	$ 585.68
2890058	Lot Type 5		$ 5,943.21	$ 585.68
2890059	Lot Type 5		$ 5,943.21	$ 585.68
2890060	Lot Type 5		$ 5,943.21	$ 585.68
2890061	Lot Type 5		$ 5,943.21	$ 585.68
2890062	Lot Type 5		$ 5,943.21	$ 585.68
2890064	Lot Type 5		$ 5,943.21	$ 585.68
2890065	Lot Type 5		$ 5,943.21	$ 585.68
2890067	Lot Type 5		$ 5,943.21	$ 585.68
2890068	Lot Type 5		$ 5,943.21	$ 585.68
2890069	Lot Type 5		$ 5,943.21	$ 585.68
2890070	Lot Type 5		$ 5,943.21	$ 585.68
2890071	Lot Type 5		$ 5,943.21	$ 585.68
2890072	Lot Type 6		$ 6,483.50	$ 638.92
2890073	Lot Type 6		$ 6,483.50	$ 638.92
2890074	Lot Type 6		$ 6,483.50	$ 638.92
2890075	Lot Type 6		$ 6,483.50	$ 638.92
2890076	Lot Type 6		$ 6,483.50	$ 638.92
2890077	Lot Type 6		$ 6,483.50	$ 638.92
2890078	Lot Type 6	[k]	$ 6,483.50	$ 319.46

			Major Improvement Area	
Property ID[a]	Lot Type	Note	Outstanding Assessment[e]	Annual Installment Due 1/31/2027
2890079	Lot Type 6		$ 6,483.50	$ 638.92
2890081	Lot Type 6		$ 6,483.50	$ 638.92
2890082	Lot Type 6		$ 6,483.50	$ 638.92
2890083	Lot Type 6		$ 6,483.50	$ 638.92
2890084	Lot Type 6		$ 6,483.50	$ 638.92
2890085	Lot Type 6		$ 6,483.50	$ 638.92
2890086	Lot Type 6		$ 6,483.50	$ 638.92
2890087	Lot Type 6		$ 6,483.50	$ 638.92
2890088	Lot Type 6		$ 6,483.50	$ 638.92
2890089	Lot Type 6		$ 6,483.50	$ 638.92
2890090	Lot Type 6		$ 6,483.50	$ 638.92
2890091	Lot Type 6		$ 6,483.50	$ 638.92
2890092	Lot Type 6		$ 6,483.50	$ 638.92
2890095	Lot Type 6		$ 6,483.50	$ 638.92
2890096	Lot Type 6		$ 6,483.50	$ 638.92
2890097	Lot Type 6		$ 6,483.50	$ 638.92
2890099	Lot Type 6		$ 6,483.50	$ 638.92
2890100	Lot Type 6		$ 6,483.50	$ 638.92
2890101	Lot Type 6		$ 6,483.50	$ 638.92
2890102	Lot Type 7		$ 7,023.79	$ 692.17
2890103	Lot Type 7		$ 7,023.79	$ 692.17
2890105	Lot Type 7		$ 7,023.79	$ 692.17
2890106	Lot Type 7		$ 7,023.79	$ 692.17
2890107	Lot Type 7		$ 7,023.79	$ 692.17
2890108	Lot Type 7		$ 7,023.79	$ 692.17
2890109	Lot Type 7		$ 7,023.79	$ 692.17
2890110	Lot Type 7		$ 7,023.79	$ 692.17
2890111	Lot Type 7		$ 7,023.79	$ 692.17
2890112	Lot Type 7		$ 7,023.79	$ 692.17
2890113	Lot Type 7		$ 7,023.79	$ 692.17
2890114	Lot Type 7		$ 7,023.79	$ 692.17
2890115	Lot Type 7		$ 7,023.79	$ 692.17
2890116	Lot Type 7		$ 7,023.79	$ 692.17
2890117	Non-Benefited Property		$ -	$ -
2890119	Non-Benefited Property		$ -	$ -
2890120	Non-Benefited Property		$ -	$ -
2890121	Non-Benefited Property		$ -	$ -
2890122	Non-Benefited Property		$ -	$ -
2890136	Lot Type 4		$ 4,592.48	$ 452.57
2890138	Lot Type 4		$ 4,592.48	$ 452.57

			Major Improvement Area	
Property ID[a]	Lot Type	Note	Outstanding Assessment[e]	Annual Installment Due 1/31/2027
2890139	Lot Type 4		$ 4,592.48	$ 452.57
2890140	Lot Type 4		$ 4,592.48	$ 452.57
2890141	Lot Type 4		$ 4,592.48	$ 452.57
2890142	Lot Type 4		$ 4,592.48	$ 452.57
2890143	Lot Type 4		$ 4,592.48	$ 452.57
2890144	Lot Type 4		$ 4,592.48	$ 452.57
2890145	Lot Type 4		$ 4,592.48	$ 452.57
2890146	Lot Type 4		$ 4,592.48	$ 452.57
2890147	Lot Type 4		$ 4,592.48	$ 452.57
2890148	Lot Type 4		$ 4,592.48	$ 452.57
2890149	Lot Type 4		$ 4,592.48	$ 452.57
2890150	Lot Type 4		$ 4,592.48	$ 452.57
2890151	Lot Type 4		$ 4,592.48	$ 452.57
2890152	Lot Type 4		$ 4,592.48	$ 452.57
2890153	Lot Type 4		$ 4,592.48	$ 452.57
2890154	Lot Type 4		$ 4,592.48	$ 452.57
2890155	Non-Benefited Property		$ -	$ -
2890156	Lot Type 3		$ 4,052.19	$ 399.33
2890157	Lot Type 3		$ 4,052.19	$ 399.33
2890158	Lot Type 3		$ 4,052.19	$ 399.33
2890159	Lot Type 3		$ 4,052.19	$ 399.33
2890160	Lot Type 3		$ 4,052.19	$ 399.33
2890161	Lot Type 3		$ 4,052.19	$ 399.33
2890162	Lot Type 3		$ 4,052.19	$ 399.33
2890163	Lot Type 3		$ 4,052.19	$ 399.33
2890164	Lot Type 3		$ 4,052.19	$ 399.33
2890165	Lot Type 3		$ 4,052.19	$ 399.33
2890166	Lot Type 3		$ 4,052.19	$ 399.33
2890167	Lot Type 3		$ 4,052.19	$ 399.33
2890168	Lot Type 3		$ 4,052.19	$ 399.33
2890169	Lot Type 3		$ 4,052.19	$ 399.33
2890170	Lot Type 3		$ 4,052.19	$ 399.33
2890171	Lot Type 3		$ 4,052.19	$ 399.33
2890172	Lot Type 3		$ 4,052.19	$ 399.33
2890173	Lot Type 3		$ 4,052.19	$ 399.33
2890174	Lot Type 3		$ 4,052.19	$ 399.33
2890175	Lot Type 3		$ 4,052.19	$ 399.33
2890176	Lot Type 3		$ 4,052.19	$ 399.33
2890177	Lot Type 4		$ 4,592.48	$ 452.57
2890178	Lot Type 4		$ 4,592.48	$ 452.57

			Major Improvement Area	
Property ID[a]	Lot Type	Note	Outstanding Assessment[e]	Annual Installment Due 1/31/2027
2890179	Lot Type 4		$ 4,592.48	$ 452.57
2890180	Lot Type 4		$ 4,592.48	$ 452.57
2890181	Lot Type 4		$ 4,592.48	$ 452.57
2890182	Lot Type 4		$ 4,592.48	$ 452.57
2890183	Lot Type 4		$ 4,592.48	$ 452.57
2890184	Lot Type 4		$ 4,592.48	$ 452.57
2890185	Lot Type 4		$ 4,592.48	$ 452.57
2890186	Lot Type 4		$ 4,592.48	$ 452.57
2890187	Lot Type 4		$ 4,592.48	$ 452.57
2890188	Non-Benefited Property		$ -	$ -
2890189	Lot Type 3		$ 4,052.19	$ 399.33
2890191	Lot Type 3		$ 4,052.19	$ 399.33
2890192	Lot Type 3		$ 4,052.19	$ 399.33
2890193	Lot Type 3		$ 4,052.19	$ 399.33
2890194	Lot Type 3		$ 4,052.19	$ 399.33
2890195	Lot Type 3		$ 4,052.19	$ 399.33
2890196	Lot Type 3		$ 4,052.19	$ 399.33
2890197	Lot Type 3		$ 4,052.19	$ 399.33
2890198	Lot Type 3	[i]	$ 4,052.19	$ 199.66
2890199	Lot Type 3		$ 4,052.19	$ 399.33
2890200	Lot Type 3		$ 4,052.19	$ 399.33
2890201	Lot Type 3		$ 4,052.19	$ 399.33
2890202	Lot Type 3		$ 4,052.19	$ 399.33
2890203	Lot Type 3		$ 4,052.19	$ 399.33
2890204	Lot Type 3		$ 4,052.19	$ 399.33
2890205	Lot Type 3	[l]	$ 4,052.19	$ 199.66
2890206	Lot Type 3		$ 4,052.19	$ 399.33
2890207	Lot Type 3		$ 4,052.19	$ 399.33
2890208	Lot Type 3		$ 4,052.19	$ 399.33
2890209	Lot Type 3	[h]	$ 4,052.19	$ 199.66
2890210	Lot Type 3		$ 4,052.19	$ 399.33
2890211	Lot Type 3		$ 4,052.19	$ 399.33
2890212	Lot Type 3	[f]	$ 4,052.19	$ 199.66
2890213	Lot Type 4		$ 4,592.48	$ 452.57
2890214	Lot Type 4		$ 4,592.48	$ 452.57
2890215	Lot Type 4		$ 4,592.48	$ 452.57
2890217	Lot Type 4		$ 4,592.48	$ 452.57
2890218	Lot Type 4		$ 4,592.48	$ 452.57
2890219	Lot Type 4		$ 4,592.48	$ 452.57
2890220	Lot Type 4		$ 4,592.48	$ 452.57

			Major Improvement Area	
Property ID[a]	Lot Type	Note	Outstanding Assessment[e]	Annual Installment Due 1/31/2027
2890221	Lot Type 4		$ 4,592.48	$ 452.57
2890222	Lot Type 4		$ 4,592.48	$ 452.57
2890223	Lot Type 4		$ 4,592.48	$ 452.57
2890224	Lot Type 4	[g]	$ 4,592.48	$ 226.29
2890225	Lot Type 4		$ 4,592.48	$ 452.57
2890226	Lot Type 4		$ 4,592.48	$ 452.57
2890227	Lot Type 4		$ 4,592.48	$ 452.57
2890228	Non-Benefited Property		$ -	$ -
2890229	Lot Type 4	[c]	$ -	$ -
2890230	Lot Type 4		$ 4,592.48	$ 452.57
2890231	Lot Type 4	[j]	$ 4,592.48	$ 226.29
2890232	Lot Type 4		$ 4,592.48	$ 452.57
2890234	Lot Type 4		$ 4,592.48	$ 452.57
2890235	Lot Type 4		$ 4,592.48	$ 452.57
2890236	Lot Type 4		$ 4,592.48	$ 452.57
2890237	Lot Type 4		$ 4,592.48	$ 452.57
2890238	Lot Type 4		$ 4,592.48	$ 452.57
2890239	Lot Type 4		$ 4,592.48	$ 452.57
2890240	Lot Type 4		$ 4,592.48	$ 452.57
2890241	Lot Type 4		$ 4,592.48	$ 452.57
2890242	Lot Type 4		$ 4,592.48	$ 452.57
2890243	Lot Type 4		$ 4,592.48	$ 452.57
2890244	Lot Type 4		$ 4,592.48	$ 452.57
2890245	Lot Type 4		$ 4,592.48	$ 452.57
2890246	Lot Type 4		$ 4,592.48	$ 452.57
2890247	Lot Type 4		$ 4,592.48	$ 452.57
2890248	Lot Type 4		$ 4,592.48	$ 452.57
2890249	Lot Type 4		$ 4,592.48	$ 452.57
2890250	Lot Type 4		$ 4,592.48	$ 452.57
2890251	Lot Type 4		$ 4,592.48	$ 452.57
2890252	Lot Type 4		$ 4,592.48	$ 452.57
2890253	Lot Type 4		$ 4,592.48	$ 452.57
2890254	Lot Type 4		$ 4,592.48	$ 452.57
2890255	Lot Type 4		$ 4,592.48	$ 452.57
2890256	Lot Type 4		$ 4,592.48	$ 452.57
2890257	Lot Type 4		$ 4,592.48	$ 452.57
2890258	Lot Type 4		$ 4,592.48	$ 452.57
2890259	Lot Type 4		$ 4,592.48	$ 452.57
2890260	Lot Type 4		$ 4,592.48	$ 452.57
2890261	Lot Type 4		$ 4,592.48	$ 452.57

			Major Improvement Area	
Property ID[a]	Lot Type	Note	Outstanding Assessment[e]	Annual Installment Due 1/31/2027
2890262	Lot Type 4		$ 4,592.48	$ 452.57
2890263	Lot Type 4		$ 4,592.48	$ 452.57
2890264	Lot Type 4		$ 4,592.48	$ 452.57
2890265	Lot Type 4		$ 4,592.48	$ 452.57
2890266	Lot Type 4		$ 4,592.48	$ 452.57
2890267	Lot Type 4		$ 4,592.48	$ 452.57
2890268	Lot Type 4		$ 4,592.48	$ 452.57
2890269	Lot Type 4		$ 4,592.48	$ 452.57
2890270	Lot Type 4		$ 4,592.48	$ 452.57
2890271	Lot Type 4		$ 4,592.48	$ 452.57
2890272	Lot Type 4		$ 4,592.48	$ 452.57
2890273	Lot Type 4		$ 4,592.48	$ 452.57
2890274	Lot Type 4		$ 4,592.48	$ 452.57
2890275	Lot Type 4		$ 4,592.48	$ 452.57
2890276	Lot Type 4		$ 4,592.48	$ 452.57
2890277	Lot Type 4		$ 4,592.48	$ 452.57
2890278	Lot Type 4		$ 4,592.48	$ 452.57
2890279	Lot Type 4		$ 4,592.48	$ 452.57
2890280	Lot Type 4		$ 4,592.48	$ 452.57
2890281	Lot Type 4		$ 4,592.48	$ 452.57
2890282	Lot Type 4		$ 4,592.48	$ 452.57
2890283	Lot Type 4		$ 4,592.48	$ 452.57
2890284	Lot Type 4		$ 4,592.48	$ 452.57
2890285	Lot Type 4		$ 4,592.48	$ 452.57
2890286	Lot Type 4		$ 4,592.48	$ 452.57
2890287	Lot Type 4		$ 4,592.48	$ 452.57
2890288	Lot Type 4		$ 4,592.48	$ 452.57
2890289	Lot Type 4		$ 4,592.48	$ 452.57
2890290	Lot Type 4		$ 4,592.48	$ 452.57
2890291	Lot Type 4		$ 4,592.48	$ 452.57
2890292	Lot Type 4		$ 4,592.48	$ 452.57
2890293	Lot Type 4		$ 4,592.48	$ 452.57
2890294	Lot Type 4		$ 4,592.48	$ 452.57
2890295	Lot Type 4		$ 4,592.48	$ 452.57
2890296	Non-Benefited Property		$ -	$ -
2890297	Lot Type 4		$ 4,592.48	$ 452.57
2890298	Lot Type 4		$ 4,592.48	$ 452.57
2890299	Lot Type 4		$ 4,592.48	$ 452.57
2890300	Lot Type 4		$ 4,592.48	$ 452.57
2890301	Lot Type 4		$ 4,592.48	$ 452.57

			Major Improvement Area	
Property ID[a]	Lot Type	Note	Outstanding Assessment[e]	Annual Installment Due 1/31/2027
2890302	Lot Type 4		$ 4,592.48	$ 452.57
2890303	Lot Type 4		$ 4,592.48	$ 452.57
2890304	Lot Type 4		$ 4,592.48	$ 452.57
2890305	Lot Type 4		$ 4,592.48	$ 452.57
2890306	Lot Type 4		$ 4,592.48	$ 452.57
2890307	Lot Type 4		$ 4,592.48	$ 452.57
2890308	Lot Type 4		$ 4,592.48	$ 452.57
2890309	Lot Type 4		$ 4,592.48	$ 452.57
2890310	Lot Type 4		$ 4,592.48	$ 452.57
2890311	Lot Type 4		$ 4,592.48	$ 452.57
2890312	Lot Type 4		$ 4,592.48	$ 452.57
2890313	Lot Type 4		$ 4,592.48	$ 452.57
2890315	Lot Type 4		$ 4,592.48	$ 452.57
2890316	Lot Type 4		$ 4,592.48	$ 452.57
2890317	Lot Type 4		$ 4,592.48	$ 452.57
2890318	Lot Type 4		$ 4,592.48	$ 452.57
2890322	Lot Type 4		$ 4,592.48	$ 452.57
2890323	Lot Type 4		$ 4,592.48	$ 452.57
2890324	Lot Type 4		$ 4,592.48	$ 452.57
2890325	Lot Type 4		$ 4,592.48	$ 452.57
2890326	Lot Type 4		$ 4,592.48	$ 452.57
2890327	Lot Type 4		$ 4,592.48	$ 452.57
2890328	Lot Type 4		$ 4,592.48	$ 452.57
2890329	Lot Type 4		$ 4,592.48	$ 452.57
2890331	Lot Type 4		$ 4,592.48	$ 452.57
2890332	Lot Type 4		$ 4,592.48	$ 452.57
2890333	Lot Type 4		$ 4,592.48	$ 452.57
2890334	Lot Type 4		$ 4,592.48	$ 452.57
2890335	Lot Type 4		$ 4,592.48	$ 452.57
2890336	Lot Type 4		$ 4,592.48	$ 452.57
2890337	Lot Type 4		$ 4,592.48	$ 452.57
2890338	Lot Type 4		$ 4,592.48	$ 452.57
2890339	Lot Type 4		$ 4,592.48	$ 452.57
2890340	Lot Type 4		$ 4,592.48	$ 452.57
2890341	Lot Type 4		$ 4,592.48	$ 452.57
2890342	Lot Type 4		$ 4,592.48	$ 452.57
2890343	Lot Type 4		$ 4,592.48	$ 452.57
2890344	Lot Type 4		$ 4,592.48	$ 452.57
2890345	Lot Type 4		$ 4,592.48	$ 452.57
2890346	Lot Type 4		$ 4,592.48	$ 452.57

			Major Improvement Area	
Property ID[a]	Lot Type	Note	Outstanding Assessment[e]	Annual Installment Due 1/31/2027
2890347	Lot Type 4		$ 4,592.48	$ 452.57
2890348	Lot Type 4		$ 4,592.48	$ 452.57
2890349	Lot Type 4		$ 4,592.48	$ 452.57
2890350	Lot Type 4		$ 4,592.48	$ 452.57
2890351	Lot Type 4		$ 4,592.48	$ 452.57
2890352	Lot Type 4		$ 4,592.48	$ 452.57
2890353	Lot Type 4		$ 4,592.48	$ 452.57
2890354	Lot Type 4		$ 4,592.48	$ 452.57
2890355	Lot Type 4		$ 4,592.48	$ 452.57
2890356	Lot Type 4		$ 4,592.48	$ 452.57
2890357	Lot Type 4		$ 4,592.48	$ 452.57
2890358	Lot Type 4		$ 4,592.48	$ 452.57
2890359	Lot Type 4		$ 4,592.48	$ 452.57
2890360	Lot Type 4		$ 4,592.48	$ 452.57
2890361	Lot Type 4		$ 4,592.48	$ 452.57
2890362	Lot Type 4		$ 4,592.48	$ 452.57
2890363	Lot Type 4		$ 4,592.48	$ 452.57
2890364	Lot Type 4		$ 4,592.48	$ 452.57
2890365	Lot Type 4		$ 4,592.48	$ 452.57
2890366	Lot Type 4		$ 4,592.48	$ 452.57
2890367	Lot Type 4		$ 4,592.48	$ 452.57
2890368	Lot Type 4		$ 4,592.48	$ 452.57
2890369	Lot Type 4		$ 4,592.48	$ 452.57
2890370	Lot Type 4		$ 4,592.48	$ 452.57
2890371	Lot Type 4		$ 4,592.48	$ 452.57
2890372	Lot Type 4		$ 4,592.48	$ 452.57
2890373	Lot Type 4		$ 4,592.48	$ 452.57
2890374	Lot Type 4		$ 4,592.48	$ 452.57
2890375	Lot Type 4		$ 4,592.48	$ 452.57
2890376	Lot Type 4		$ 4,592.48	$ 452.57
2890377	Lot Type 4		$ 4,592.48	$ 452.57
2890378	Lot Type 4		$ 4,592.48	$ 452.57
2890379	Lot Type 4		$ 4,592.48	$ 452.57
2890380	Lot Type 4		$ 4,592.48	$ 452.57
2890381	Lot Type 4		$ 4,592.48	$ 452.57
2890382	Lot Type 4		$ 4,592.48	$ 452.57
2890383	Lot Type 4		$ 4,592.48	$ 452.57
2890384	Lot Type 4		$ 4,592.48	$ 452.57
2890385	Lot Type 4		$ 4,592.48	$ 452.57
2890386	Lot Type 4		$ 4,592.48	$ 452.57

			Major Improvement Area	
Property ID[a]	Lot Type	Note	Outstanding Assessment[e]	Annual Installment Due 1/31/2027
2890387	Lot Type 4		$ 4,592.48	$ 452.57
2890388	Lot Type 4		$ 4,592.48	$ 452.57
2890389	Lot Type 4		$ 4,592.48	$ 452.57
2890390	Lot Type 4		$ 4,592.48	$ 452.57
2890391	Lot Type 4		$ 4,592.48	$ 452.57
2890392	Lot Type 4		$ 4,592.48	$ 452.57
2890393	Lot Type 4		$ 4,592.48	$ 452.57
2890394	Lot Type 4		$ 4,592.48	$ 452.57
2890395	Lot Type 4		$ 4,592.48	$ 452.57
2890396	Lot Type 4		$ 4,592.48	$ 452.57
2890397	Lot Type 4		$ 4,592.48	$ 452.57
2890398	Lot Type 4		$ 4,592.48	$ 452.57
2890399	Lot Type 4		$ 4,592.48	$ 452.57
2890400	Lot Type 4		$ 4,592.48	$ 452.57
2890401	Lot Type 4		$ 4,592.48	$ 452.57
2890402	Lot Type 4		$ 4,592.48	$ 452.57
2890403	Lot Type 4		$ 4,592.48	$ 452.57
2890404	Lot Type 4		$ 4,592.48	$ 452.57
2890405	Lot Type 4		$ 4,592.48	$ 452.57
2890406	Lot Type 4		$ 4,592.48	$ 452.57
2890407	Lot Type 4		$ 4,592.48	$ 452.57
2890408	Lot Type 4		$ 4,592.48	$ 452.57
2890409	Lot Type 4		$ 4,592.48	$ 452.57
2890410	Lot Type 4		$ 4,592.48	$ 452.57
2890411	Lot Type 4		$ 4,592.48	$ 452.57
2890412	Lot Type 4		$ 4,592.48	$ 452.57
2890413	Lot Type 4		$ 4,592.48	$ 452.57
2890414	Lot Type 4		$ 4,592.48	$ 452.57
2890415	Non-Benefited Property		$ -	$ -
2890465	Lot Type 5		$ 5,943.21	$ 585.68
2890466	Lot Type 5		$ 5,943.21	$ 585.68
2890467	Lot Type 5		$ 5,943.21	$ 585.68
2890468	Lot Type 5		$ 5,943.21	$ 585.68
2890469	Lot Type 5		$ 5,943.21	$ 585.68
2890063	Lot Type 5		$ 5,943.21	$ 585.68
2890098	Lot Type 6		$ 6,483.50	$ 638.92
2890330	Lot Type 4		$ 4,592.48	$ 452.57
1001356	Improvement Area #3 Initial Parcel	[d]	$ 126,443.08	$ 12,460.49
1007412	Improvement Area #3 Initial Parcel	[d]	$ 411,479.06	$ 40,549.71
2719039	Improvement Area #3 Initial Parcel	[d]	$ 1,007,311.57	$ 99,266.76
2952542	Non-Benefited Property		$ -	$ -
Total[b]			**$ 3,206,630.09**	**$ 316,000.98**

Notes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.
[b] Totals may not match Service Plan or installment schedules due to rounding and unredeemed Prepayments.
[c] Property ID has prepaid their Assessment in full.
[d] The Major Improvement Area Initial Parcel (less Improvement Area #2) consists of the Major Improvement Area Initial Parcel save and except Improvement Area #2. The entire Major Improvement Area Initial Parcel (less Improvement Area #2) is currently contained within Property IDs 1007412, 2719039, and 1001356, and the outstanding Assessment due 1/31/2027 shall be allocated to each Property ID pro rata based on acreage.
[e] Outstanding Assessment prior to 1/31/2027 Annual Installment.
[f] Undivided interest of property located at 3001 ASHBROOK LN, ANNA TX 75409, billed 50% to Property ID 2938525 and 50% to Property ID 2890212.
[g] Undivided interest of property located at 3040 BURWICK LN, ANNA TX 75409, billed 50% to Property ID 2955769 and 50% to Property ID 2890224.
[h] Undivided interest of property located at 3017 ASHBROOK LN, ANNA TX 75409, billed 50% to Property ID 2960447 and 50% to Property ID 2890209.
[i] Undivided interest of property located at 3061 ASHBROOK LN, ANNA TX 75409, billed 50% to Property ID 2890198 and 50% to Property ID 2952870.
[j] Undivided interest of property located at 3057 BURWICK LN, ANNA TX 75409, billed 50% to Property ID 2890231 and 50% to Property ID 2953909.
[k] Undivided interest of property located at 300 FOREST HILL LN, ANNA TX 75409, billed 50% to Property ID 2890078 and 50% to Property ID 2927274.
[l] Undivided interest of property located at 3033 ASHBROOK LN ANNA, TX 75409, billed 50% to Property ID 2968307 and 50% to Property ID 2890205.

EXHIBIT H-2 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Annual Installment Due January 31,	Principal	Interest[a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b]
2027	$ 70,000.00	$ 216,000.00	$ 15,597.25	$ 16,125.00	$ 317,722.25
2028	$ 75,000.00	$ 211,800.00	$ 24,579.20	$ 15,775.00	$ 327,154.20
2029	$ 80,000.00	$ 207,300.00	$ 25,070.78	$ 15,400.00	$ 327,770.78
2030	$ 85,000.00	$ 202,500.00	$ 25,572.19	$ 15,000.00	$ 328,072.19
2031	$ 90,000.00	$ 196,762.50	$ 26,083.64	$ 14,575.00	$ 327,421.14
2032	$ 95,000.00	$ 190,687.50	$ 26,605.31	$ 14,125.00	$ 326,417.81
2033	$ 100,000.00	$ 184,275.00	$ 27,137.42	$ 13,650.00	$ 325,062.42
2034	$ 105,000.00	$ 177,525.00	$ 27,680.17	$ 13,150.00	$ 323,355.17
2035	$ 115,000.00	$ 170,437.50	$ 28,233.77	$ 12,625.00	$ 326,296.27
2036	$ 120,000.00	$ 162,675.00	$ 28,798.44	$ 12,050.00	$ 323,523.44
2037	$ 130,000.00	$ 154,575.00	$ 29,374.41	$ 11,450.00	$ 325,399.41
2038	$ 140,000.00	$ 145,800.00	$ 29,961.90	$ 10,800.00	$ 326,561.90
2039	$ 150,000.00	$ 136,350.00	$ 30,561.14	$ 10,100.00	$ 327,011.14
2040	$ 155,000.00	$ 126,225.00	$ 31,172.36	$ 9,350.00	$ 321,747.36
2041	$ 170,000.00	$ 115,762.50	$ 31,795.81	$ 8,575.00	$ 326,133.31
2042	$ 180,000.00	$ 104,287.50	$ 32,431.73	$ 7,725.00	$ 324,444.23
2043	$ 190,000.00	$ 92,137.50	$ 33,080.36	$ 6,825.00	$ 322,042.86
2044	$ 205,000.00	$ 79,312.50	$ 33,741.97	$ 5,875.00	$ 323,929.47
2045	$ 220,000.00	$ 65,475.00	$ 34,416.81	$ 4,850.00	$ 324,741.81
2046	$ 235,000.00	$ 50,625.00	$ 35,105.14	$ 3,750.00	$ 324,480.14
2047	$ 250,000.00	$ 34,762.50	$ 35,807.25	$ 2,575.00	$ 323,144.75
2048	$ 265,000.00	$ 17,887.50	$ 36,523.39	$ 1,325.00	$ 320,735.89
Total	**$ 3,225,000.00**	**$ 3,043,162.50**	**$ 649,330.43**	**$ 225,675.00**	**$ 7,143,167.93**

Footnotes:

[a] Interest is calculated at a 6.46% rate.

[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.

EXHIBIT I-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

			Improvement Area #2	
Property ID[a]	Lot Type	Note	Outstanding Assessment[d]	Annual Installment Due 1/31/2027
2927274	Lot Type 6	[j]	$ 39,276.83	$ 1,676.84
2938525	Lot Type 3	[e]	$ 24,150.11	$ 1,031.04
2952870	Lot Type 3	[h]	$ 24,150.11	$ 1,031.04
2953909	Lot Type 4	[i]	$ 27,821.09	$ 1,187.76
2955769	Lot Type 4	[f]	$ 27,821.09	$ 1,187.76
2960447	Lot Type 3	[g]	$ 24,150.11	$ 1,031.04
2968307	Lot Type 3	[k]	$ 24,150.11	$ 1,031.04
2890042	Lot Type 5		$ 36,003.76	$ 3,074.21
2890044	Lot Type 5		$ 36,003.76	$ 3,074.21
2890045	Lot Type 5		$ 36,003.76	$ 3,074.21
2890046	Lot Type 5		$ 36,003.76	$ 3,074.21
2890047	Lot Type 5		$ 36,003.76	$ 3,074.21
2890048	Lot Type 5		$ 36,003.76	$ 3,074.21
2890049	Lot Type 5		$ 36,003.76	$ 3,074.21
2890050	Lot Type 5		$ 36,003.76	$ 3,074.21
2890052	Lot Type 5		$ 36,003.76	$ 3,074.21
2890053	Lot Type 5		$ 36,003.76	$ 3,074.21
2890054	Lot Type 5		$ 36,003.76	$ 3,074.21
2890055	Lot Type 5		$ 36,003.76	$ 3,074.21
2890056	Lot Type 5		$ 36,003.76	$ 3,074.21
2890057	Lot Type 5		$ 36,003.76	$ 3,074.21
2890058	Lot Type 5		$ 36,003.76	$ 3,074.21
2890059	Lot Type 5		$ 36,003.76	$ 3,074.21
2890060	Lot Type 5		$ 36,003.76	$ 3,074.21
2890061	Lot Type 5		$ 36,003.76	$ 3,074.21
2890062	Lot Type 5		$ 36,003.76	$ 3,074.21
2890064	Lot Type 5		$ 36,003.76	$ 3,074.21
2890065	Lot Type 5		$ 36,003.76	$ 3,074.21
2890067	Lot Type 5		$ 36,003.76	$ 3,074.21
2890068	Lot Type 5		$ 36,003.76	$ 3,074.21
2890069	Lot Type 5		$ 36,003.76	$ 3,074.21
2890070	Lot Type 5		$ 36,003.76	$ 3,074.21
2890071	Lot Type 5		$ 36,003.76	$ 3,074.21
2890072	Lot Type 6		$ 39,276.83	$ 3,353.69
2890073	Lot Type 6		$ 39,276.83	$ 3,353.69
2890074	Lot Type 6		$ 39,276.83	$ 3,353.69
2890075	Lot Type 6		$ 39,276.83	$ 3,353.69
2890076	Lot Type 6		$ 39,276.83	$ 3,353.69
2890077	Lot Type 6		$ 39,276.83	$ 3,353.69
2890078	Lot Type 6	[j]	$ 39,276.83	$ 1,676.84

			Improvement Area #2	
Property ID[a]	Lot Type	Note	Outstanding Assessment[d]	Annual Installment Due 1/31/2027
2890079	Lot Type 6		$ 39,276.83	$ 3,353.69
2890081	Lot Type 6		$ 39,276.83	$ 3,353.69
2890082	Lot Type 6		$ 39,276.83	$ 3,353.69
2890083	Lot Type 6		$ 39,276.83	$ 3,353.69
2890084	Lot Type 6		$ 39,276.83	$ 3,353.69
2890085	Lot Type 6		$ 39,276.83	$ 3,353.69
2890086	Lot Type 6		$ 39,276.83	$ 3,353.69
2890087	Lot Type 6		$ 39,276.83	$ 3,353.69
2890088	Lot Type 6		$ 39,276.83	$ 3,353.69
2890089	Lot Type 6		$ 39,276.83	$ 3,353.69
2890090	Lot Type 6		$ 39,276.83	$ 3,353.69
2890091	Lot Type 6		$ 39,276.83	$ 3,353.69
2890092	Lot Type 6		$ 39,276.83	$ 3,353.69
2890095	Lot Type 6		$ 39,276.83	$ 3,353.69
2890096	Lot Type 6		$ 39,276.83	$ 3,353.69
2890097	Lot Type 6		$ 39,276.83	$ 3,353.69
2890099	Lot Type 6		$ 39,276.83	$ 3,353.69
2890100	Lot Type 6		$ 39,276.83	$ 3,353.69
2890101	Lot Type 6		$ 39,276.83	$ 3,353.69
2890102	Lot Type 7		$ 42,549.90	$ 3,633.16
2890103	Lot Type 7		$ 42,549.90	$ 3,633.16
2890105	Lot Type 7		$ 42,549.90	$ 3,633.16
2890106	Lot Type 7		$ 42,549.90	$ 3,633.16
2890107	Lot Type 7		$ 42,549.90	$ 3,633.16
2890108	Lot Type 7		$ 42,549.90	$ 3,633.16
2890109	Lot Type 7		$ 42,549.90	$ 3,633.16
2890110	Lot Type 7		$ 42,549.90	$ 3,633.16
2890111	Lot Type 7		$ 42,549.90	$ 3,633.16
2890112	Lot Type 7		$ 42,549.90	$ 3,633.16
2890113	Lot Type 7		$ 42,549.90	$ 3,633.16
2890114	Lot Type 7		$ 42,549.90	$ 3,633.16
2890115	Lot Type 7		$ 42,549.90	$ 3,633.16
2890116	Lot Type 7		$ 42,549.90	$ 3,633.16
2890117	Non-Benefited Property		$ -	$ -
2890119	Non-Benefited Property		$ -	$ -
2890120	Non-Benefited Property		$ -	$ -
2890121	Non-Benefited Property		$ -	$ -
2890122	Non-Benefited Property		$ -	$ -
2890136	Lot Type 4		$ 27,821.09	$ 2,375.53
2890138	Lot Type 4		$ 27,821.09	$ 2,375.53

			Improvement Area #2	
Property ID[a]	Lot Type	Note	Outstanding Assessment[d]	Annual Installment Due 1/31/2027
2890139	Lot Type 4		$ 27,821.09	$ 2,375.53
2890140	Lot Type 4		$ 27,821.09	$ 2,375.53
2890141	Lot Type 4		$ 27,821.09	$ 2,375.53
2890142	Lot Type 4		$ 27,821.09	$ 2,375.53
2890143	Lot Type 4		$ 27,821.09	$ 2,375.53
2890144	Lot Type 4		$ 27,821.09	$ 2,375.53
2890145	Lot Type 4		$ 27,821.09	$ 2,375.53
2890146	Lot Type 4		$ 27,821.09	$ 2,375.53
2890147	Lot Type 4		$ 27,821.09	$ 2,375.53
2890148	Lot Type 4		$ 27,821.09	$ 2,375.53
2890149	Lot Type 4		$ 27,821.09	$ 2,375.53
2890150	Lot Type 4		$ 27,821.09	$ 2,375.53
2890151	Lot Type 4		$ 27,821.09	$ 2,375.53
2890152	Lot Type 4		$ 27,821.09	$ 2,375.53
2890153	Lot Type 4		$ 27,821.09	$ 2,375.53
2890154	Lot Type 4		$ 27,821.09	$ 2,375.53
2890155	Non-Benefited Property		$ -	$ -
2890156	Lot Type 3		$ 24,150.11	$ 2,062.08
2890157	Lot Type 3		$ 24,150.11	$ 2,062.08
2890158	Lot Type 3		$ 24,150.11	$ 2,062.08
2890159	Lot Type 3		$ 24,150.11	$ 2,062.08
2890160	Lot Type 3		$ 24,150.11	$ 2,062.08
2890161	Lot Type 3		$ 24,150.11	$ 2,062.08
2890162	Lot Type 3		$ 24,150.11	$ 2,062.08
2890163	Lot Type 3		$ 24,150.11	$ 2,062.08
2890164	Lot Type 3		$ 24,150.11	$ 2,062.08
2890165	Lot Type 3		$ 24,150.11	$ 2,062.08
2890166	Lot Type 3		$ 24,150.11	$ 2,062.08
2890167	Lot Type 3		$ 24,150.11	$ 2,062.08
2890168	Lot Type 3		$ 24,150.11	$ 2,062.08
2890169	Lot Type 3		$ 24,150.11	$ 2,062.08
2890170	Lot Type 3		$ 24,150.11	$ 2,062.08
2890171	Lot Type 3		$ 24,150.11	$ 2,062.08
2890172	Lot Type 3		$ 24,150.11	$ 2,062.08
2890173	Lot Type 3		$ 24,150.11	$ 2,062.08
2890174	Lot Type 3		$ 24,150.11	$ 2,062.08
2890175	Lot Type 3		$ 24,150.11	$ 2,062.08
2890176	Lot Type 3		$ 24,150.11	$ 2,062.08
2890177	Lot Type 4		$ 27,821.09	$ 2,375.53
2890178	Lot Type 4		$ 27,821.09	$ 2,375.53

			Improvement Area #2	
Property ID[a]	Lot Type	Note	Outstanding Assessment[d]	Annual Installment Due 1/31/2027
2890179	Lot Type 4		$ 27,821.09	$ 2,375.53
2890180	Lot Type 4		$ 27,821.09	$ 2,375.53
2890181	Lot Type 4		$ 27,821.09	$ 2,375.53
2890182	Lot Type 4		$ 27,821.09	$ 2,375.53
2890183	Lot Type 4		$ 27,821.09	$ 2,375.53
2890184	Lot Type 4		$ 27,821.09	$ 2,375.53
2890185	Lot Type 4		$ 27,821.09	$ 2,375.53
2890186	Lot Type 4		$ 27,821.09	$ 2,375.53
2890187	Lot Type 4		$ 27,821.09	$ 2,375.53
2890188	Non-Benefited Property		$ -	$ -
2890189	Lot Type 3		$ 24,150.11	$ 2,062.08
2890191	Lot Type 3		$ 24,150.11	$ 2,062.08
2890192	Lot Type 3		$ 24,150.11	$ 2,062.08
2890193	Lot Type 3		$ 24,150.11	$ 2,062.08
2890194	Lot Type 3		$ 24,150.11	$ 2,062.08
2890195	Lot Type 3		$ 24,150.11	$ 2,062.08
2890196	Lot Type 3		$ 24,150.11	$ 2,062.08
2890197	Lot Type 3		$ 24,150.11	$ 2,062.08
2890198	Lot Type 3	[h]	$ 24,150.11	$ 1,031.04
2890199	Lot Type 3		$ 24,150.11	$ 2,062.08
2890200	Lot Type 3		$ 24,150.11	$ 2,062.08
2890201	Lot Type 3		$ 24,150.11	$ 2,062.08
2890202	Lot Type 3		$ 24,150.11	$ 2,062.08
2890203	Lot Type 3		$ 24,150.11	$ 2,062.08
2890204	Lot Type 3		$ 24,150.11	$ 2,062.08
2890205	Lot Type 3	[k]	$ 24,150.11	$ 1,031.04
2890206	Lot Type 3		$ 24,150.11	$ 2,062.08
2890207	Lot Type 3		$ 24,150.11	$ 2,062.08
2890208	Lot Type 3		$ 24,150.11	$ 2,062.08
2890209	Lot Type 3	[g]	$ 24,150.11	$ 1,031.04
2890210	Lot Type 3		$ 24,150.11	$ 2,062.08
2890211	Lot Type 3		$ 24,150.11	$ 2,062.08
2890212	Lot Type 3	[e]	$ 24,150.11	$ 1,031.04
2890213	Lot Type 4		$ 27,821.09	$ 2,375.53
2890214	Lot Type 4		$ 27,821.09	$ 2,375.53
2890215	Lot Type 4		$ 27,821.09	$ 2,375.53
2890217	Lot Type 4		$ 27,821.09	$ 2,375.53
2890218	Lot Type 4		$ 27,821.09	$ 2,375.53
2890219	Lot Type 4		$ 27,821.09	$ 2,375.53
2890220	Lot Type 4		$ 27,821.09	$ 2,375.53

			Improvement Area #2	
Property ID[a]	Lot Type	Note	Outstanding Assessment[d]	Annual Installment Due 1/31/2027
2890221	Lot Type 4		$ 27,821.09	$ 2,375.53
2890222	Lot Type 4		$ 27,821.09	$ 2,375.53
2890223	Lot Type 4		$ 27,821.09	$ 2,375.53
2890224	Lot Type 4	[f]	$ 27,821.09	$ 1,187.76
2890225	Lot Type 4		$ 27,821.09	$ 2,375.53
2890226	Lot Type 4		$ 27,821.09	$ 2,375.53
2890227	Lot Type 4		$ 27,821.09	$ 2,375.53
2890228	Non-Benefited Property		$ -	$ -
2890229	Lot Type 4	[c]	$ -	$ -
2890230	Lot Type 4		$ 27,821.09	$ 2,375.53
2890231	Lot Type 4	[i]	$ 27,821.09	$ 1,187.76
2890232	Lot Type 4		$ 27,821.09	$ 2,375.53
2890234	Lot Type 4		$ 27,821.09	$ 2,375.53
2890235	Lot Type 4		$ 27,821.09	$ 2,375.53
2890236	Lot Type 4		$ 27,821.09	$ 2,375.53
2890237	Lot Type 4		$ 27,821.09	$ 2,375.53
2890238	Lot Type 4		$ 27,821.09	$ 2,375.53
2890239	Lot Type 4		$ 27,821.09	$ 2,375.53
2890240	Lot Type 4		$ 27,821.09	$ 2,375.53
2890241	Lot Type 4		$ 27,821.09	$ 2,375.53
2890242	Lot Type 4		$ 27,821.09	$ 2,375.53
2890243	Lot Type 4		$ 27,821.09	$ 2,375.53
2890244	Lot Type 4		$ 27,821.09	$ 2,375.53
2890245	Lot Type 4		$ 27,821.09	$ 2,375.53
2890246	Lot Type 4		$ 27,821.09	$ 2,375.53
2890247	Lot Type 4		$ 27,821.09	$ 2,375.53
2890248	Lot Type 4		$ 27,821.09	$ 2,375.53
2890249	Lot Type 4		$ 27,821.09	$ 2,375.53
2890250	Lot Type 4		$ 27,821.09	$ 2,375.53
2890251	Lot Type 4		$ 27,821.09	$ 2,375.53
2890252	Lot Type 4		$ 27,821.09	$ 2,375.53
2890253	Lot Type 4		$ 27,821.09	$ 2,375.53
2890254	Lot Type 4		$ 27,821.09	$ 2,375.53
2890255	Lot Type 4		$ 27,821.09	$ 2,375.53
2890256	Lot Type 4		$ 27,821.09	$ 2,375.53
2890257	Lot Type 4		$ 27,821.09	$ 2,375.53
2890258	Lot Type 4		$ 27,821.09	$ 2,375.53
2890259	Lot Type 4		$ 27,821.09	$ 2,375.53
2890260	Lot Type 4		$ 27,821.09	$ 2,375.53
2890261	Lot Type 4		$ 27,821.09	$ 2,375.53

			Improvement Area #2	
Property ID[a]	Lot Type	Note	Outstanding Assessment[d]	Annual Installment Due 1/31/2027
2890262	Lot Type 4		$ 27,821.09	$ 2,375.53
2890263	Lot Type 4		$ 27,821.09	$ 2,375.53
2890264	Lot Type 4		$ 27,821.09	$ 2,375.53
2890265	Lot Type 4		$ 27,821.09	$ 2,375.53
2890266	Lot Type 4		$ 27,821.09	$ 2,375.53
2890267	Lot Type 4		$ 27,821.09	$ 2,375.53
2890268	Lot Type 4		$ 27,821.09	$ 2,375.53
2890269	Lot Type 4		$ 27,821.09	$ 2,375.53
2890270	Lot Type 4		$ 27,821.09	$ 2,375.53
2890271	Lot Type 4		$ 27,821.09	$ 2,375.53
2890272	Lot Type 4		$ 27,821.09	$ 2,375.53
2890273	Lot Type 4		$ 27,821.09	$ 2,375.53
2890274	Lot Type 4		$ 27,821.09	$ 2,375.53
2890275	Lot Type 4		$ 27,821.09	$ 2,375.53
2890276	Lot Type 4		$ 27,821.09	$ 2,375.53
2890277	Lot Type 4		$ 27,821.09	$ 2,375.53
2890278	Lot Type 4		$ 27,821.09	$ 2,375.53
2890279	Lot Type 4		$ 27,821.09	$ 2,375.53
2890280	Lot Type 4		$ 27,821.09	$ 2,375.53
2890281	Lot Type 4		$ 27,821.09	$ 2,375.53
2890282	Lot Type 4		$ 27,821.09	$ 2,375.53
2890283	Lot Type 4		$ 27,821.09	$ 2,375.53
2890284	Lot Type 4		$ 27,821.09	$ 2,375.53
2890285	Lot Type 4		$ 27,821.09	$ 2,375.53
2890286	Lot Type 4		$ 27,821.09	$ 2,375.53
2890287	Lot Type 4		$ 27,821.09	$ 2,375.53
2890288	Lot Type 4		$ 27,821.09	$ 2,375.53
2890289	Lot Type 4		$ 27,821.09	$ 2,375.53
2890290	Lot Type 4		$ 27,821.09	$ 2,375.53
2890291	Lot Type 4		$ 27,821.09	$ 2,375.53
2890292	Lot Type 4		$ 27,821.09	$ 2,375.53
2890293	Lot Type 4		$ 27,821.09	$ 2,375.53
2890294	Lot Type 4		$ 27,821.09	$ 2,375.53
2890295	Lot Type 4		$ 27,821.09	$ 2,375.53
2890296	Non-Benefited Property		$ -	$ -
2890297	Lot Type 4		$ 27,821.09	$ 2,375.53
2890298	Lot Type 4		$ 27,821.09	$ 2,375.53
2890299	Lot Type 4		$ 27,821.09	$ 2,375.53
2890300	Lot Type 4		$ 27,821.09	$ 2,375.53
2890301	Lot Type 4		$ 27,821.09	$ 2,375.53

			Improvement Area #2	
Property ID[a]	Lot Type	Note	Outstanding Assessment[d]	Annual Installment Due 1/31/2027
2890302	Lot Type 4		$ 27,821.09	$ 2,375.53
2890303	Lot Type 4		$ 27,821.09	$ 2,375.53
2890304	Lot Type 4		$ 27,821.09	$ 2,375.53
2890305	Lot Type 4		$ 27,821.09	$ 2,375.53
2890306	Lot Type 4		$ 27,821.09	$ 2,375.53
2890307	Lot Type 4		$ 27,821.09	$ 2,375.53
2890308	Lot Type 4		$ 27,821.09	$ 2,375.53
2890309	Lot Type 4		$ 27,821.09	$ 2,375.53
2890310	Lot Type 4		$ 27,821.09	$ 2,375.53
2890311	Lot Type 4		$ 27,821.09	$ 2,375.53
2890312	Lot Type 4		$ 27,821.09	$ 2,375.53
2890313	Lot Type 4		$ 27,821.09	$ 2,375.53
2890315	Lot Type 4		$ 27,821.09	$ 2,375.53
2890316	Lot Type 4		$ 27,821.09	$ 2,375.53
2890317	Lot Type 4		$ 27,821.09	$ 2,375.53
2890318	Lot Type 4		$ 27,821.09	$ 2,375.53
2890322	Lot Type 4		$ 27,821.09	$ 2,375.53
2890323	Lot Type 4		$ 27,821.09	$ 2,375.53
2890324	Lot Type 4		$ 27,821.09	$ 2,375.53
2890325	Lot Type 4		$ 27,821.09	$ 2,375.53
2890326	Lot Type 4		$ 27,821.09	$ 2,375.53
2890327	Lot Type 4		$ 27,821.09	$ 2,375.53
2890328	Lot Type 4		$ 27,821.09	$ 2,375.53
2890329	Lot Type 4		$ 27,821.09	$ 2,375.53
2890331	Lot Type 4		$ 27,821.09	$ 2,375.53
2890332	Lot Type 4		$ 27,821.09	$ 2,375.53
2890333	Lot Type 4		$ 27,821.09	$ 2,375.53
2890334	Lot Type 4		$ 27,821.09	$ 2,375.53
2890335	Lot Type 4		$ 27,821.09	$ 2,375.53
2890336	Lot Type 4		$ 27,821.09	$ 2,375.53
2890337	Lot Type 4		$ 27,821.09	$ 2,375.53
2890338	Lot Type 4		$ 27,821.09	$ 2,375.53
2890339	Lot Type 4		$ 27,821.09	$ 2,375.53
2890340	Lot Type 4		$ 27,821.09	$ 2,375.53
2890341	Lot Type 4		$ 27,821.09	$ 2,375.53
2890342	Lot Type 4		$ 27,821.09	$ 2,375.53
2890343	Lot Type 4		$ 27,821.09	$ 2,375.53
2890344	Lot Type 4		$ 27,821.09	$ 2,375.53
2890345	Lot Type 4		$ 27,821.09	$ 2,375.53
2890346	Lot Type 4		$ 27,821.09	$ 2,375.53

			Improvement Area #2	
Property ID[a]	Lot Type	Note	Outstanding Assessment[d]	Annual Installment Due 1/31/2027
2890347	Lot Type 4		$ 27,821.09	$ 2,375.53
2890348	Lot Type 4		$ 27,821.09	$ 2,375.53
2890349	Lot Type 4		$ 27,821.09	$ 2,375.53
2890350	Lot Type 4		$ 27,821.09	$ 2,375.53
2890351	Lot Type 4		$ 27,821.09	$ 2,375.53
2890352	Lot Type 4		$ 27,821.09	$ 2,375.53
2890353	Lot Type 4		$ 27,821.09	$ 2,375.53
2890354	Lot Type 4		$ 27,821.09	$ 2,375.53
2890355	Lot Type 4		$ 27,821.09	$ 2,375.53
2890356	Lot Type 4		$ 27,821.09	$ 2,375.53
2890357	Lot Type 4		$ 27,821.09	$ 2,375.53
2890358	Lot Type 4		$ 27,821.09	$ 2,375.53
2890359	Lot Type 4		$ 27,821.09	$ 2,375.53
2890360	Lot Type 4		$ 27,821.09	$ 2,375.53
2890361	Lot Type 4		$ 27,821.09	$ 2,375.53
2890362	Lot Type 4		$ 27,821.09	$ 2,375.53
2890363	Lot Type 4		$ 27,821.09	$ 2,375.53
2890364	Lot Type 4		$ 27,821.09	$ 2,375.53
2890365	Lot Type 4		$ 27,821.09	$ 2,375.53
2890366	Lot Type 4		$ 27,821.09	$ 2,375.53
2890367	Lot Type 4		$ 27,821.09	$ 2,375.53
2890368	Lot Type 4		$ 27,821.09	$ 2,375.53
2890369	Lot Type 4		$ 27,821.09	$ 2,375.53
2890370	Lot Type 4		$ 27,821.09	$ 2,375.53
2890371	Lot Type 4		$ 27,821.09	$ 2,375.53
2890372	Lot Type 4		$ 27,821.09	$ 2,375.53
2890373	Lot Type 4		$ 27,821.09	$ 2,375.53
2890374	Lot Type 4		$ 27,821.09	$ 2,375.53
2890375	Lot Type 4		$ 27,821.09	$ 2,375.53
2890376	Lot Type 4		$ 27,821.09	$ 2,375.53
2890377	Lot Type 4		$ 27,821.09	$ 2,375.53
2890378	Lot Type 4		$ 27,821.09	$ 2,375.53
2890379	Lot Type 4		$ 27,821.09	$ 2,375.53
2890380	Lot Type 4		$ 27,821.09	$ 2,375.53
2890381	Lot Type 4		$ 27,821.09	$ 2,375.53
2890382	Lot Type 4		$ 27,821.09	$ 2,375.53
2890383	Lot Type 4		$ 27,821.09	$ 2,375.53
2890384	Lot Type 4		$ 27,821.09	$ 2,375.53
2890385	Lot Type 4		$ 27,821.09	$ 2,375.53
2890386	Lot Type 4		$ 27,821.09	$ 2,375.53

			Improvement Area #2	
Property ID[a]	Lot Type	Note	Outstanding Assessment[d]	Annual Installment Due 1/31/2027
2890387	Lot Type 4		$ 27,821.09	$ 2,375.53
2890388	Lot Type 4		$ 27,821.09	$ 2,375.53
2890389	Lot Type 4		$ 27,821.09	$ 2,375.53
2890390	Lot Type 4		$ 27,821.09	$ 2,375.53
2890391	Lot Type 4		$ 27,821.09	$ 2,375.53
2890392	Lot Type 4		$ 27,821.09	$ 2,375.53
2890393	Lot Type 4		$ 27,821.09	$ 2,375.53
2890394	Lot Type 4		$ 27,821.09	$ 2,375.53
2890395	Lot Type 4		$ 27,821.09	$ 2,375.53
2890396	Lot Type 4		$ 27,821.09	$ 2,375.53
2890397	Lot Type 4		$ 27,821.09	$ 2,375.53
2890398	Lot Type 4		$ 27,821.09	$ 2,375.53
2890399	Lot Type 4		$ 27,821.09	$ 2,375.53
2890400	Lot Type 4		$ 27,821.09	$ 2,375.53
2890401	Lot Type 4		$ 27,821.09	$ 2,375.53
2890402	Lot Type 4		$ 27,821.09	$ 2,375.53
2890403	Lot Type 4		$ 27,821.09	$ 2,375.53
2890404	Lot Type 4		$ 27,821.09	$ 2,375.53
2890405	Lot Type 4		$ 27,821.09	$ 2,375.53
2890406	Lot Type 4		$ 27,821.09	$ 2,375.53
2890407	Lot Type 4		$ 27,821.09	$ 2,375.53
2890408	Lot Type 4		$ 27,821.09	$ 2,375.53
2890409	Lot Type 4		$ 27,821.09	$ 2,375.53
2890410	Lot Type 4		$ 27,821.09	$ 2,375.53
2890411	Lot Type 4		$ 27,821.09	$ 2,375.53
2890412	Lot Type 4		$ 27,821.09	$ 2,375.53
2890413	Lot Type 4		$ 27,821.09	$ 2,375.53
2890414	Lot Type 4		$ 27,821.09	$ 2,375.53
2890415	Non-Benefited Property		$ -	$ -
2890465	Lot Type 5		$ 36,003.76	$ 3,074.21
2890466	Lot Type 5		$ 36,003.76	$ 3,074.21
2890467	Lot Type 5		$ 36,003.76	$ 3,074.21
2890468	Lot Type 5		$ 36,003.76	$ 3,074.21
2890469	Lot Type 5		$ 36,003.76	$ 3,074.21
2890063	Lot Type 5		$ 36,003.76	$ 3,074.21
2890098	Lot Type 6		$ 39,276.83	$ 3,353.69
2890330	Lot Type 4		$ 27,821.09	$ 2,375.53
Total[b]			**$ 10,047,178.91**	**$ 857,887.74**

Notes:

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

[b] Totals may not add or match Service Plan or installment schedules due to rounding and unredeemed Prepayments.

[c] Property ID has prepaid their Assessment in full.

[d] Outstanding Assessment prior to 1/31/2027 Annual Installment.

[e] Undivided interest of property located at 3001 ASHBROOK LN, ANNA TX 75409, billed 50% to Property ID 2938525 and 50% to Property ID 2890212.

[f] Undivided interest of property located at 3040 BURWICK LN, ANNA TX 75409, billed 50% to Property ID 2955769 and 50% to Property ID 2890224.

[g] Undivided interest of property located at 3017 ASHBROOK LN, ANNA TX 75409, billed 50% to Property ID 2960447 and 50% to Property ID 2890209.

[h] Undivided interest of property located at 3061 ASHBROOK LN, ANNA TX 75409, billed 50% to Property ID 2890198 and 50% to Property ID 2952870.

[i] Undivided interest of property located at 3057 BURWICK LN, ANNA TX 75409, billed 50% to Property ID 2890231 and 50% to Property ID 2953909.

[j] Undivided interest of property located at 300 FOREST HILL LN, ANNA TX 75409, billed 50% to Property ID 2890078 and 50% to Property ID 2927274.

[k] Undivided interest of property located at 3033 ASHBROOK LN ANNA, TX 75409, billed 50% to Property ID 2968307 and 50% to Property ID 2890205.

EXHIBIT I-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

	Improvement Area #2 Bond			Major Improvement Area Bond				
Annual Installments Due 1/31	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest	Total Annual Collection Costs	Total Annual Installment[c]
2027	$ 175,000.00	$ 590,910.00	$ 50,375.00	$ 36,161.00	$ 111,582.51	$ 8,329.94	$ 51,937.56	$ 1,024,296.01
2028	$ 183,000.00	$ 582,160.00	$ 49,500.00	$ 38,743.93	$ 109,412.85	$ 8,149.14	$ 63,854.56	$ 1,034,820.47
2029	$ 193,000.00	$ 573,010.00	$ 48,585.00	$ 41,326.86	$ 107,088.21	$ 7,955.42	$ 65,131.65	$ 1,036,097.14
2030	$ 204,000.00	$ 561,912.50	$ 47,620.00	$ 43,909.78	$ 104,608.60	$ 7,748.79	$ 66,434.28	$ 1,036,233.95
2031	$ 216,000.00	$ 550,182.50	$ 46,600.00	$ 46,492.71	$ 101,644.69	$ 7,529.24	$ 67,762.97	$ 1,036,212.11
2032	$ 228,000.00	$ 537,762.50	$ 45,520.00	$ 49,075.64	$ 98,506.43	$ 7,296.77	$ 69,118.22	$ 1,035,279.57
2033	$ 241,000.00	$ 524,652.50	$ 44,380.00	$ 51,658.57	$ 95,193.83	$ 7,051.39	$ 70,500.59	$ 1,034,436.88
2034	$ 256,000.00	$ 510,795.00	$ 43,175.00	$ 54,241.50	$ 91,706.88	$ 6,793.10	$ 71,910.60	$ 1,034,622.08
2035	$ 270,000.00	$ 496,075.00	$ 41,895.00	$ 59,407.35	$ 88,045.57	$ 6,521.89	$ 73,348.81	$ 1,035,293.64
2036	$ 286,000.00	$ 480,550.00	$ 40,545.00	$ 61,990.28	$ 84,035.58	$ 6,224.86	$ 74,815.79	$ 1,034,161.51
2037	$ 303,000.00	$ 464,105.00	$ 39,115.00	$ 67,156.14	$ 79,851.23	$ 5,914.91	$ 76,312.11	$ 1,035,454.38
2038	$ 321,000.00	$ 446,682.50	$ 37,600.00	$ 72,322.00	$ 75,318.19	$ 5,579.13	$ 77,838.35	$ 1,036,340.16
2039	$ 340,000.00	$ 428,225.00	$ 35,995.00	$ 77,487.85	$ 70,436.46	$ 5,217.52	$ 79,395.11	$ 1,036,756.94
2040	$ 360,000.00	$ 408,675.00	$ 34,295.00	$ 80,070.78	$ 65,206.03	$ 4,830.08	$ 80,983.02	$ 1,034,059.90
2041	$ 382,000.00	$ 387,975.00	$ 32,495.00	$ 87,819.57	$ 59,801.25	$ 4,429.72	$ 82,602.68	$ 1,037,123.22
2042	$ 404,000.00	$ 366,010.00	$ 30,585.00	$ 92,985.42	$ 53,873.43	$ 3,990.62	$ 84,254.73	$ 1,035,699.21
2043	$ 428,000.00	$ 342,780.00	$ 28,565.00	$ 98,151.28	$ 47,596.91	$ 3,525.70	$ 85,939.83	$ 1,034,558.72
2044	$ 455,000.00	$ 317,100.00	$ 26,425.00	$ 105,900.07	$ 40,971.70	$ 3,034.94	$ 87,658.62	$ 1,036,090.33
2045	$ 483,000.00	$ 289,800.00	$ 24,150.00	$ 113,648.85	$ 33,823.45	$ 2,505.44	$ 89,411.79	$ 1,036,339.54
2046	$ 514,000.00	$ 260,820.00	$ 21,735.00	$ 121,397.64	$ 26,152.15	$ 1,937.20	$ 91,200.03	$ 1,037,242.01
2047	$ 546,000.00	$ 229,980.00	$ 19,165.00	$ 129,146.42	$ 17,957.81	$ 1,330.21	$ 93,024.03	$ 1,036,603.47
2048	$ 580,000.00	$ 197,220.00	$ 16,435.00	$ 136,895.21	$ 9,240.43	$ 684.48	$ 94,884.51	$ 1,035,359.62
2049	$ 616,000.00	$ 162,420.00	$ 13,535.00	$ -	$ -	$ -	$ 77,480.50	$ 869,435.50
2050	$ 655,000.00	$ 125,460.00	$ 10,455.00	$ -	$ -	$ -	$ 79,030.11	$ 869,945.11
2051	$ 696,000.00	$ 86,160.00	$ 7,180.00	$ -	$ -	$ -	$ 80,610.71	$ 869,950.71
2052	$ 740,000.00	$ 44,400.00	$ 3,700.00	$ -	$ -	$ -	$ 82,222.92	$ 870,322.92
Total	**$ 10,075,000.00**	**$ 9,965,822.50**	**$ 839,625.00**	**$ 1,665,988.86**	**$ 1,572,054.21**	**$ 116,580.48**	**$ 2,017,664.06**	**$ 26,252,735.11**

Footnotes:

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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 J-1 – IMPROVEMENT AREA #3 ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2027[b]
1001356	Improvement Area #3 Initial Parcel	$ 1,112,039.81	$ 96,235.22
1007412	Improvement Area #3 Initial Parcel	$ 3,618,870.32	$ 313,174.75
2719039	Improvement Area #3 Initial Parcel	$ 8,859,089.87	$ 766,660.03
2952542	Non-Benefited Property	$ -	$ -
Total		**$ 13,590,000.00**	**$ 1,176,070.00**

Footnotes:

[a] The Assessment and Annual Installment have initially been allocated between all Property IDs within Improvement Area #3 pro rata based on acreage as reported by Collin Central Appraisal District. Future allocation of the Assessment will be done in accordance with Section VI of this Service and Assessment Plan.

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

EXHIBIT J-2 - IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

	Improvement Area #3 Bond			Major Improvement Area Bond				
Annual Installments Due 1/31	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest	Total Annual Collection Costs	Total Annual Installment[c]
2026[d],[e]	$ -	$ 331,143.00	$ -	$ -	$ -	$ -	$ -	$ -
2027	$ 144,000.00	$ 924,120.00	$ 67,950.00	$ 33,539.96	$ 103,494.72	$ 7,726.17	$ 47,516.11	$ 1,328,346.96
2028	$ 153,000.00	$ 914,328.00	$ 67,230.00	$ 35,935.67	$ 101,482.33	$ 7,558.47	$ 52,644.40	$ 1,332,178.86
2029	$ 163,000.00	$ 903,924.00	$ 66,465.00	$ 38,331.38	$ 99,326.19	$ 7,378.79	$ 53,697.29	$ 1,332,122.64
2030	$ 174,000.00	$ 892,840.00	$ 65,650.00	$ 40,727.09	$ 97,026.30	$ 7,187.13	$ 54,771.23	$ 1,332,201.76
2031	$ 187,000.00	$ 881,008.00	$ 64,780.00	$ 43,122.80	$ 94,277.22	$ 6,983.50	$ 55,866.66	$ 1,333,038.18
2032	$ 200,000.00	$ 868,292.00	$ 63,845.00	$ 45,518.51	$ 91,366.43	$ 6,767.88	$ 56,983.99	$ 1,332,773.82
2033	$ 214,000.00	$ 854,692.00	$ 62,845.00	$ 47,914.22	$ 88,293.94	$ 6,540.29	$ 58,123.67	$ 1,332,409.12
2034	$ 230,000.00	$ 840,140.00	$ 61,775.00	$ 50,309.93	$ 85,059.73	$ 6,300.72	$ 59,286.15	$ 1,332,871.53
2035	$ 245,000.00	$ 824,500.00	$ 60,625.00	$ 55,101.36	$ 81,663.80	$ 6,049.17	$ 60,471.87	$ 1,333,411.20
2036	$ 263,000.00	$ 807,840.00	$ 59,400.00	$ 57,497.07	$ 77,944.46	$ 5,773.66	$ 61,681.30	$ 1,333,136.49
2037	$ 281,000.00	$ 789,956.00	$ 58,085.00	$ 62,288.49	$ 74,063.41	$ 5,486.18	$ 62,914.93	$ 1,333,794.01
2038	$ 300,000.00	$ 770,848.00	$ 56,680.00	$ 67,079.91	$ 69,858.94	$ 5,174.74	$ 64,173.22	$ 1,333,814.81
2039	$ 320,000.00	$ 750,448.00	$ 55,180.00	$ 71,871.34	$ 65,331.04	$ 4,839.34	$ 65,456.69	$ 1,333,126.40
2040	$ 345,000.00	$ 728,688.00	$ 53,580.00	$ 74,267.05	$ 60,479.73	$ 4,479.98	$ 66,765.83	$ 1,333,260.58
2041	$ 367,000.00	$ 705,228.00	$ 51,855.00	$ 81,454.18	$ 55,466.70	$ 4,108.64	$ 68,101.14	$ 1,333,213.67
2042	$ 394,000.00	$ 680,272.00	$ 50,020.00	$ 86,245.60	$ 49,968.55	$ 3,701.37	$ 69,463.16	$ 1,333,670.68
2043	$ 423,000.00	$ 653,480.00	$ 48,050.00	$ 91,037.02	$ 44,146.97	$ 3,270.15	$ 70,852.43	$ 1,333,836.57
2044	$ 452,000.00	$ 624,716.00	$ 45,935.00	$ 98,224.16	$ 38,001.97	$ 2,814.96	$ 72,269.48	$ 1,333,961.57
2045	$ 484,000.00	$ 593,980.00	$ 43,675.00	$ 105,411.29	$ 31,371.84	$ 2,323.84	$ 73,714.87	$ 1,334,476.83
2046	$ 518,000.00	$ 561,068.00	$ 41,255.00	$ 112,598.43	$ 24,256.58	$ 1,796.78	$ 75,189.17	$ 1,334,163.95
2047	$ 556,000.00	$ 525,844.00	$ 38,665.00	$ 119,785.56	$ 16,656.18	$ 1,233.79	$ 76,692.95	$ 1,334,877.48
2048	$ 596,000.00	$ 488,036.00	$ 35,885.00	$ 126,972.69	$ 8,570.66	$ 634.86	$ 78,226.80	$ 1,334,326.01
2049	$ 638,000.00	$ 447,508.00	$ 32,905.00	$ -	$ -	$ -	$ 61,839.19	$ 1,180,252.19
2050	$ 684,000.00	$ 404,124.00	$ 29,715.00	$ -	$ -	$ -	$ 63,075.97	$ 1,180,914.97
2051	$ 733,000.00	$ 357,612.00	$ 26,295.00	$ -	$ -	$ -	$ 64,337.49	$ 1,181,244.49
2052	$ 785,000.00	$ 307,768.00	$ 22,630.00	$ -	$ -	$ -	$ 65,624.24	$ 1,181,022.24
2053	$ 841,000.00	$ 254,388.00	$ 18,705.00	$ -	$ -	$ -	$ 66,936.72	$ 1,181,029.72
2054	$ 901,000.00	$ 197,200.00	$ 14,500.00	$ -	$ -	$ -	$ 68,275.46	$ 1,180,975.46
2055	$ 965,000.00	$ 135,932.00	$ 9,995.00	$ -	$ -	$ -	$ 69,640.97	$ 1,180,567.97
2056	$ 1,034,000.00	$ 70,312.00	$ 5,170.00	$ -	$ -	$ -	$ 71,033.79	$ 1,180,515.79
Total	**$ 13,590,000.00**	**$ 19,090,235.00**	**$ 1,379,345.00**	**$ 1,545,233.71**	**$ 1,458,107.68**	**$ 108,130.42**	**$ 1,935,627.16**	**$ 38,775,535.97**

Footnotes:

[a] Interest on the Improvement Area #3 Bond is estimated at a 5.95% interest rate for bonds with a maturity of 2056 per the City's Financial Advisor.

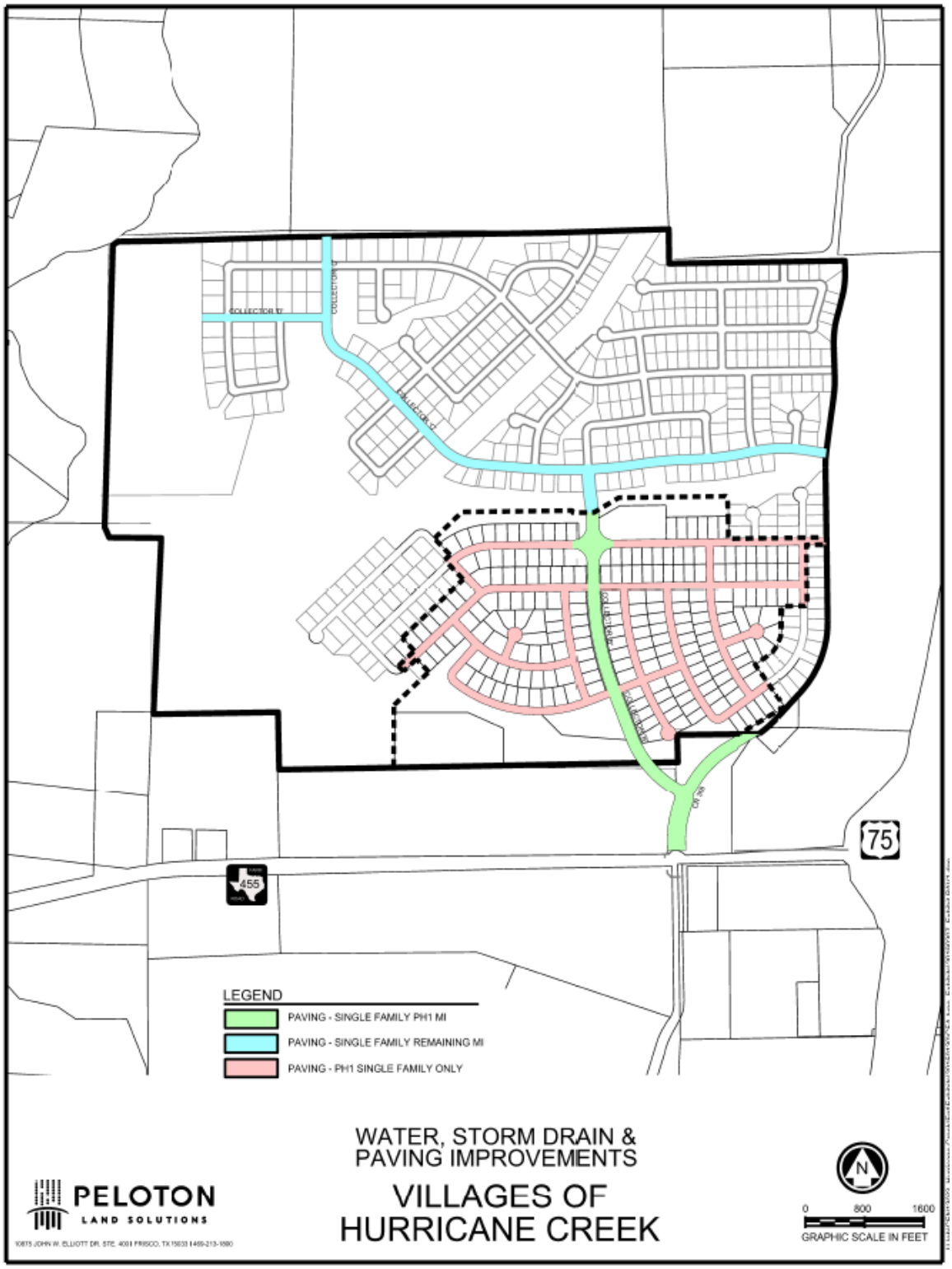
[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

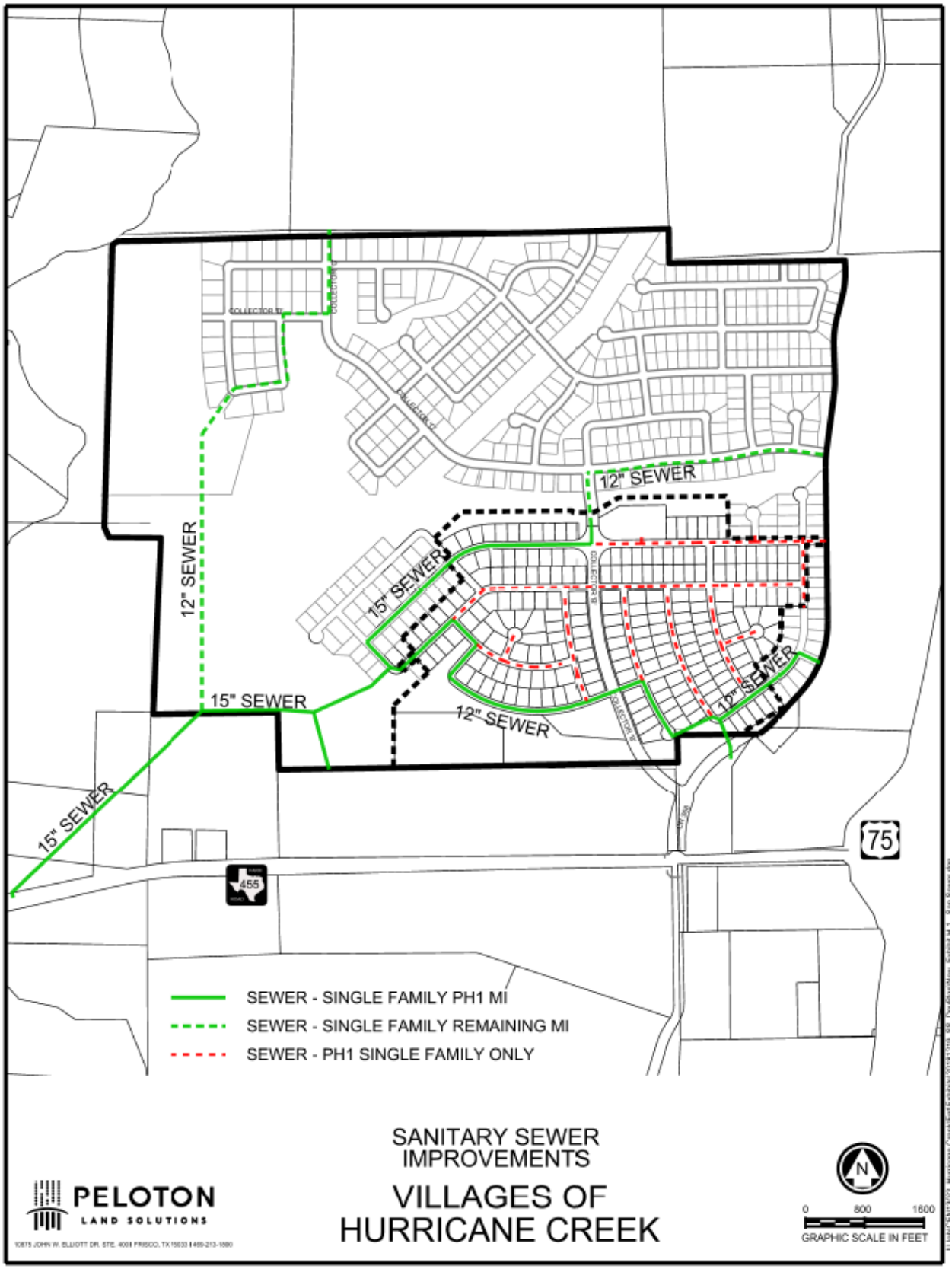
[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

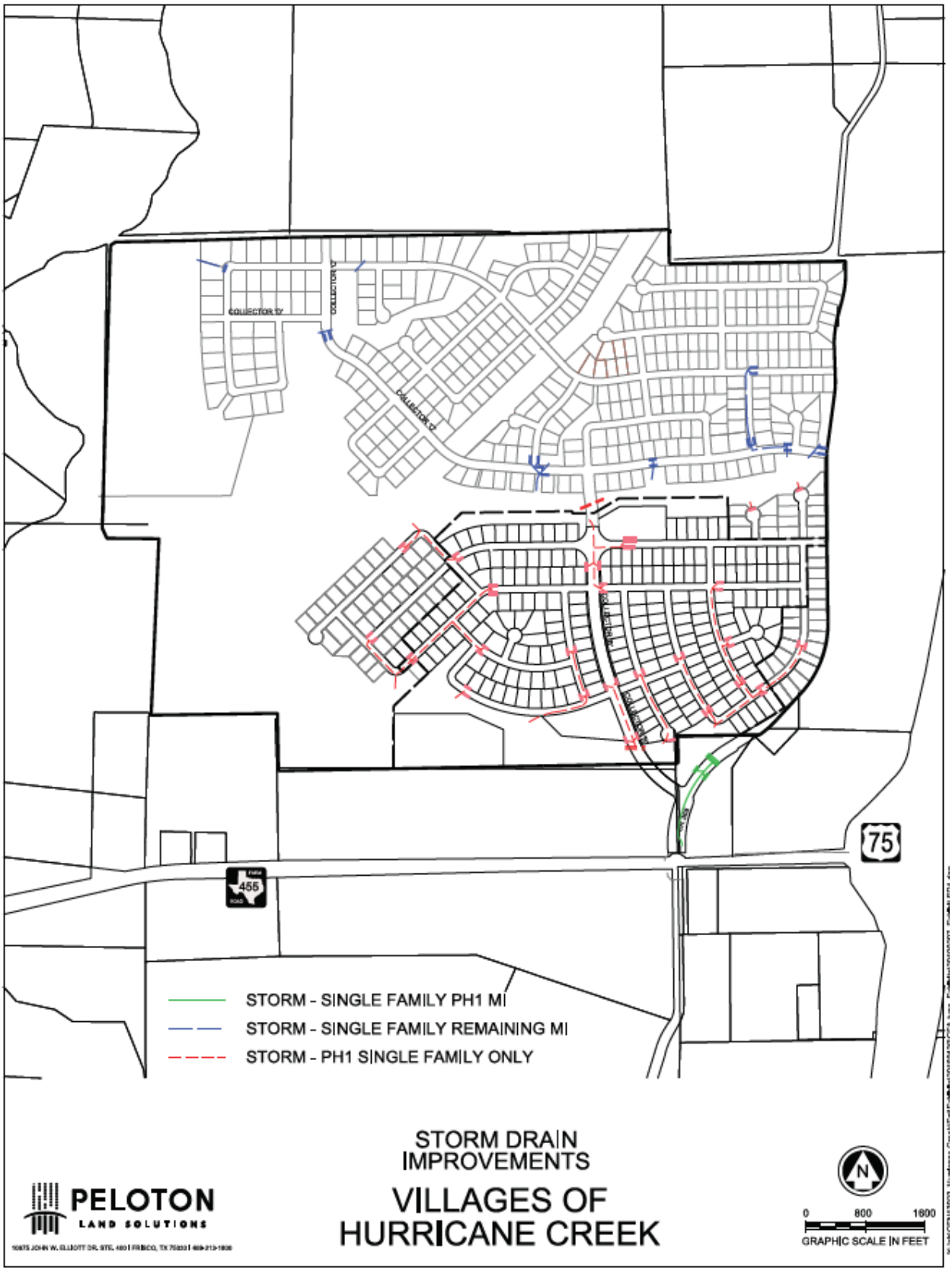
[d] No Assessment collected on 1/31/2026 for the Improvement Area #3 Bonds and capitalized interest is contemplated for the 9/1/2026 debt service payment.

[e] Improvement Area #3's allocable share of the Major Improvement Area Assessment Annual Installment has been collected as of 1/31/2026, and is not included in the total outstanding Assessment for the Major Improvement Area.

EXHIBIT K-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS




12" SEWER
15" SEWER
12" SEWER
15" SEWER
12" SEWER
12" SEWER
15" SEWER
COLLECTOR B
COLLECTOR C
COLLECTOR D
COLLECTOR E
455
75
SEWER - SINGLE FAMILY PH1 MI
SEWER - SINGLE FAMILY REMAINING MI
SEWER - PH1 SINGLE FAMILY ONLY
SANITARY SEWER IMPROVEMENTS
VILLAGES OF HURRICANE CREEK
PELOTON LAND SOLUTIONS
0 800 1600
GRAPHIC SCALE IN FEET


COLLECTOR 'D'
COLLECTOR 'C'
COLLECTOR 'A'
COLLECTOR 'B'
COLLECTOR 'E'
75
455
STORM - SINGLE FAMILY PH1 MI
STORM - SINGLE FAMILY REMAINING MI
STORM - PH1 SINGLE FAMILY ONLY
STORM DRAIN IMPROVEMENTS
VILLAGES OF HURRICANE CREEK
PELOTON LAND SOLUTIONS
N
0
800
1600
GRAPHIC SCALE IN FEET

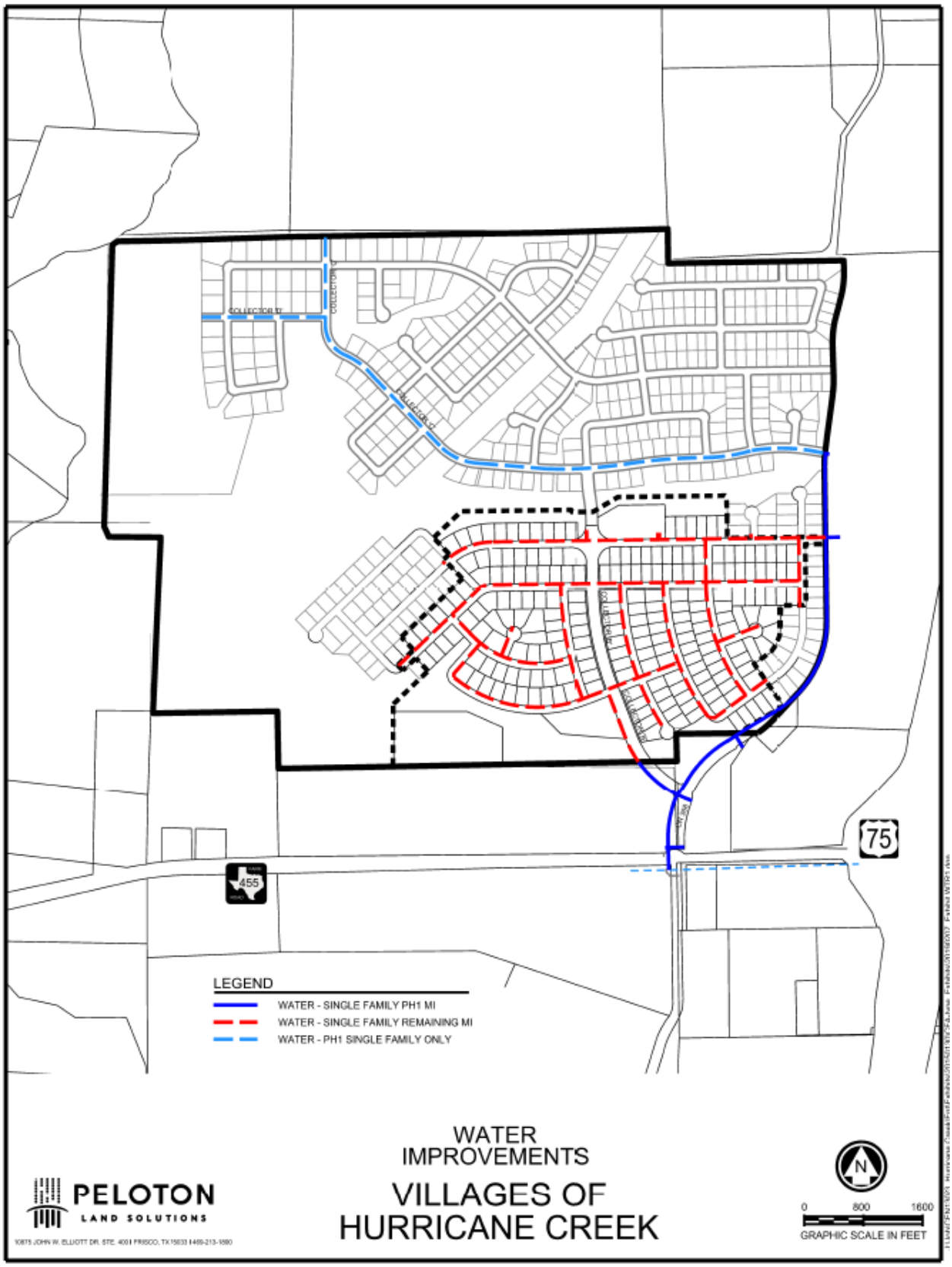
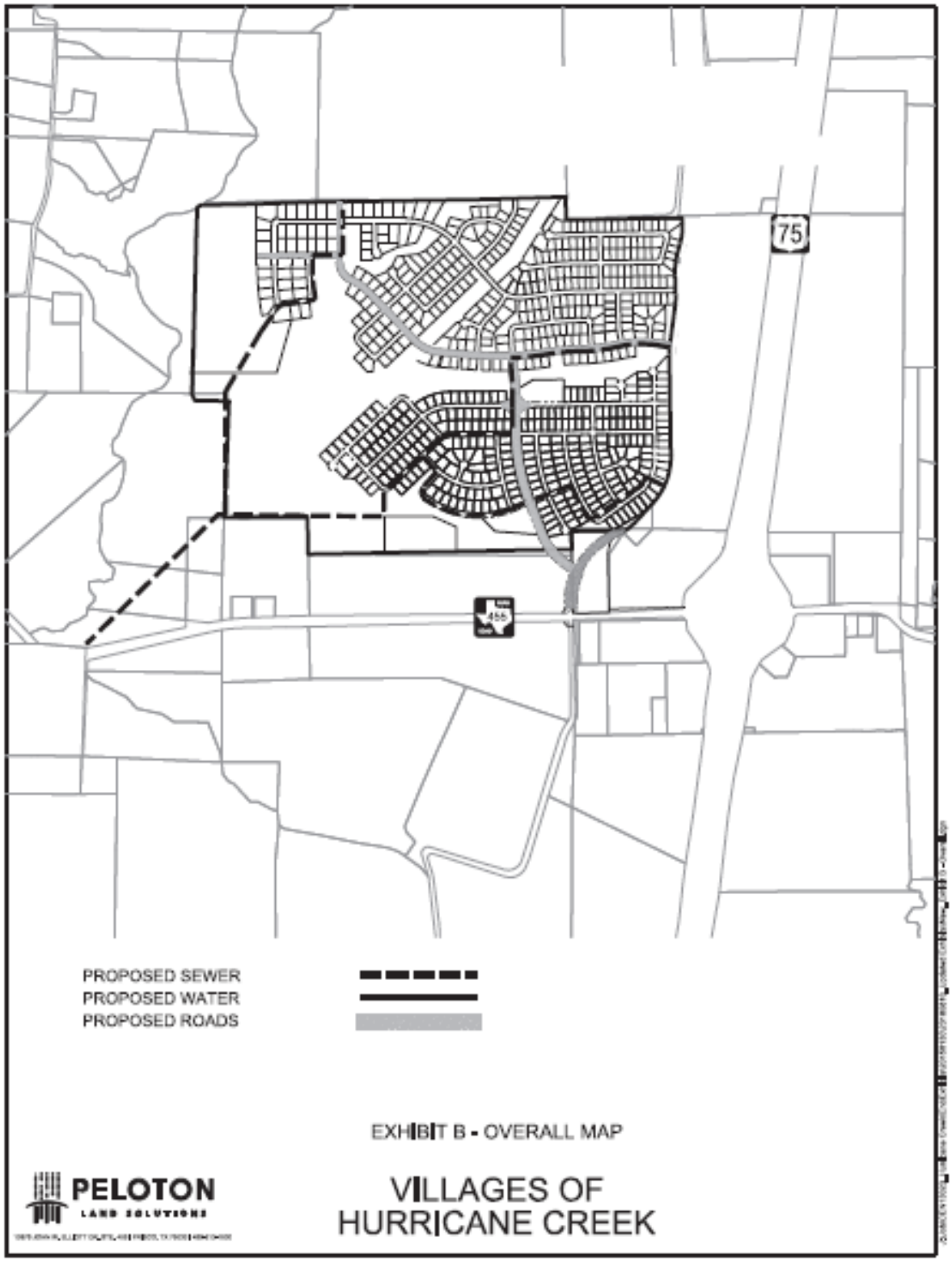
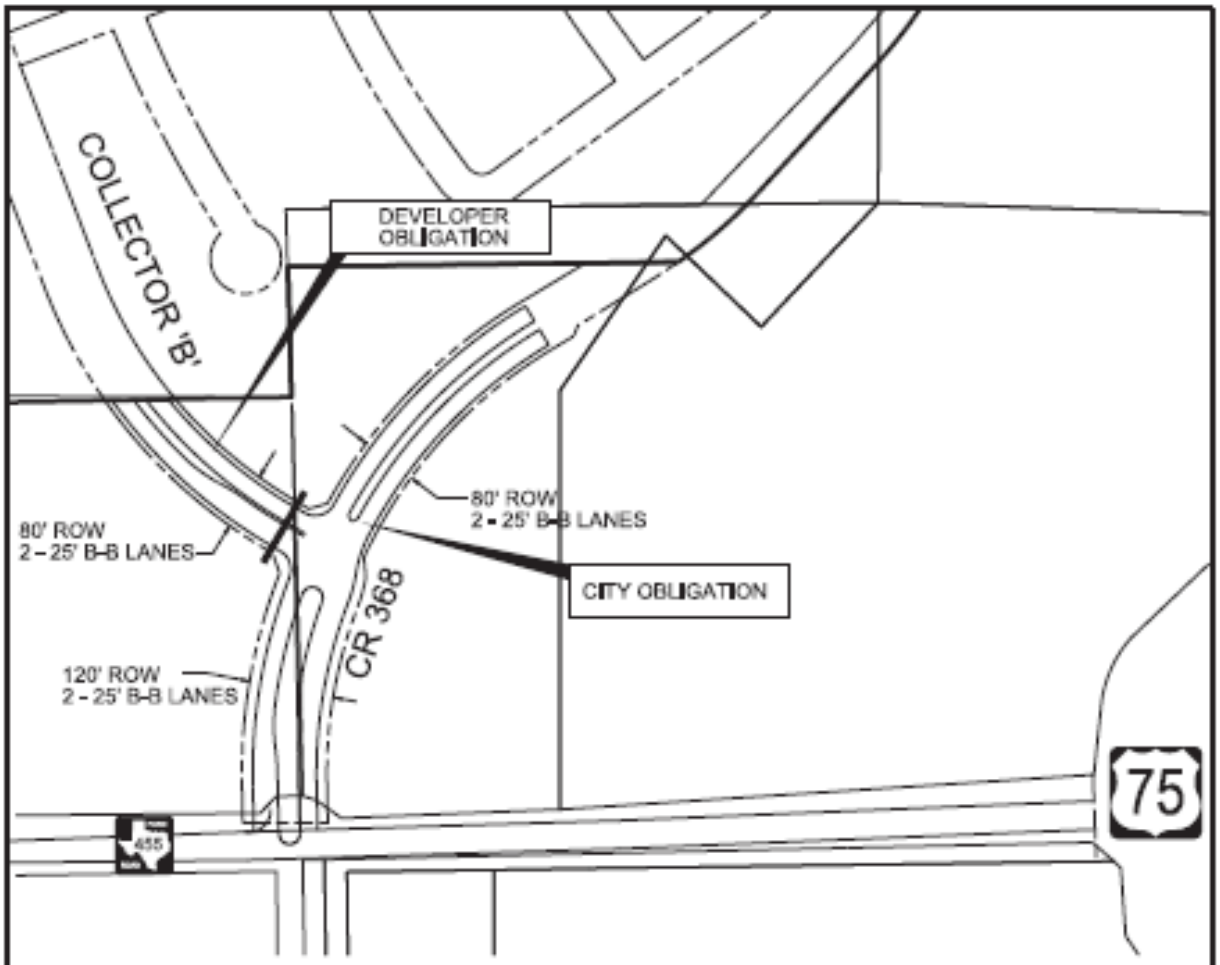

COLLECTOR ST
COLLECTOR C
COLLECTOR D
COLLECTOR E
COLLECTOR F
COLLECTOR G
455
75
LEGEND
WATER - SINGLE FAMILY PH1 MI
WATER - SINGLE FAMILY REMAINING MI
WATER - PH1 SINGLE FAMILY ONLY
WATER
IMPROVEMENTS
VILLAGES OF
HURRICANE CREEK
PELOTON
LAND SOLUTIONS
0
800
1600
GRAPHIC SCALE IN FEET

EXHIBIT K-2 – MAPS OF MAJOR IMPROVEMENTS





THE PHASE 1 OFFSITE ROADWAY FACILITIES SHALL INCLUDE THE FOLLOWING:

1) CONSTRUCTION OF A PORTION OF CR 368 AS DEPICTED WHICH SHALL BE LOCATED IN A 120 FOOT WIDE RIGHT-OF-WAY DEDICATED TO THE CITY, AND WHICH SHALL INCLUDE THE CONSTRUCTION OF 4 CONCRETE LANES (ULTIMATE 6 LANES) DIVIDED BY A RAISED MEDIAN.

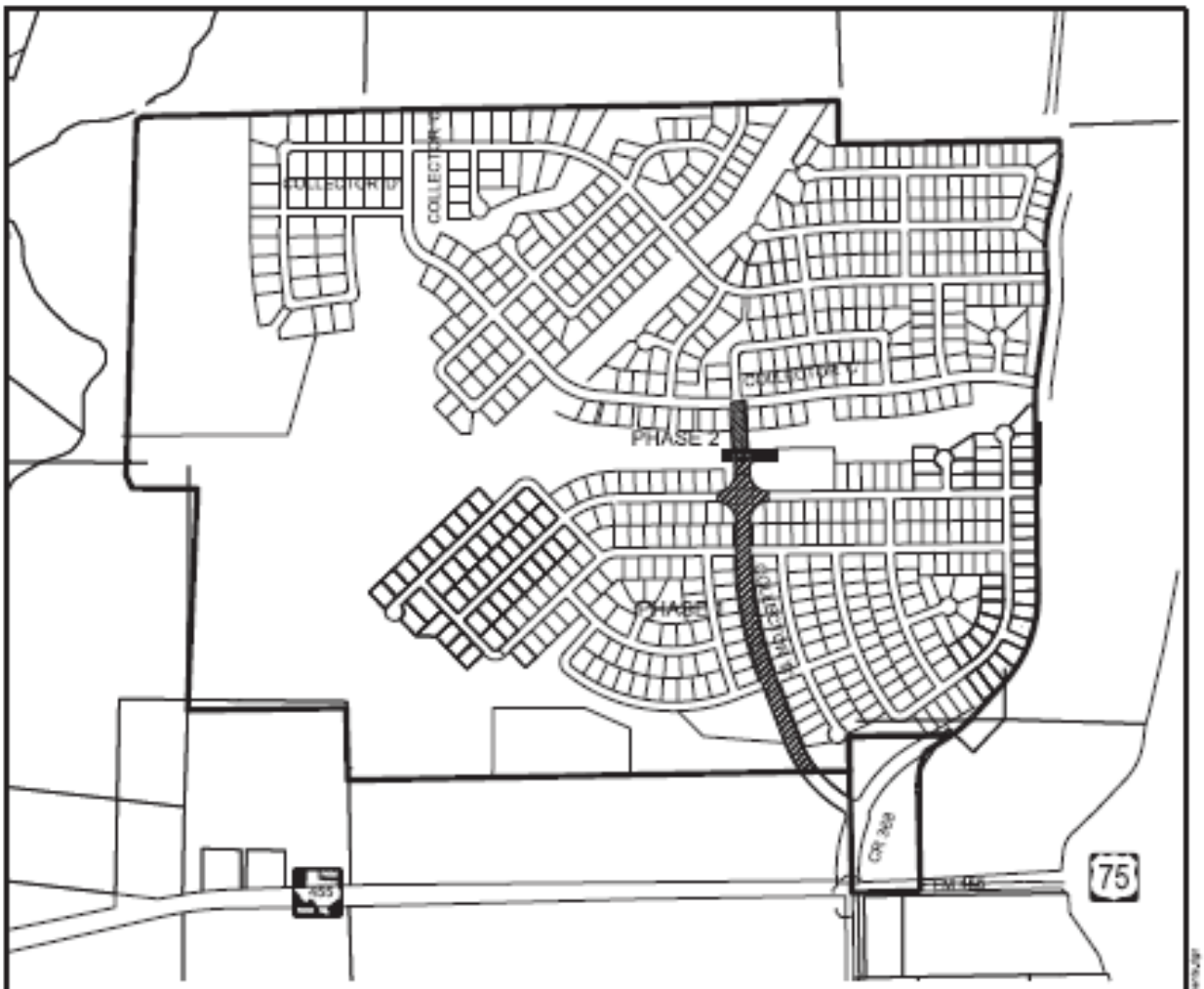
2) PERIMTER SIDEWALKS SHALL BE CONSTRUCTED ADJACENT TO ALL DIVIDED ROADWAYS.

3) STREET LIGHTING WITHIN ALL RAISED MEDIANS SHALL BE PROVIDED AS PART OF THE REQUIRED ROADWAY IMPROVEMENTS. ELECTRIC SERVICE LINES FOR STREET LIGHTS SHALL BE LOCATED UNDERGROUND.

THE FINAL LOCATION AND ALIGNMENT OF THE PHASE 1 OFFSITE ROADWAY FACILITIES SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE PHASE 1 OFFSITE ROADWAY FACILITIES SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS. STATE OF TEXAS REGULATIONS SHALL APPLY WHERE APPLICABLE.

EXHIBIT D1 - ROADWAY IMPROVEMENTS
PHASE 1 ROADWAY
VILLAGES OF
HURRICANE CREEK

PELOTON
LAND SOLUTIONS



THE COLLECTOR "B" ROADWAY IMPROVEMENTS SHALL INCLUDE THE FOLLOWING:

1) CONSTRUCTION OF THE COLLECTOR "B" ROADWAY AS DEPICTED WHICH SHALL BE LOCATED IN AN 80 FOOT WIDE RIGHT-OF-WAY DEDICATED TO THE CITY, AND WHICH SHALL INCLUDE THE CONSTRUCTION OF 4 CONCRETE LANES DIVIDED BY A RAISED MEDIAN.

2) PERIMETER SIDEWALKS SHALL BE CONSTRUCTED ADJACENT TO COLLECTOR "B".

3) STREET LIGHTING WITHIN ALL RAISED MEDIANS SHALL BE PROVIDED AS PART OF THE REQUIRED ROADWAY IMPROVEMENTS. ELECTRIC SERVICE LINES FOR STREET LIGHTS SHALL BE LOCATED UNDERGROUND.

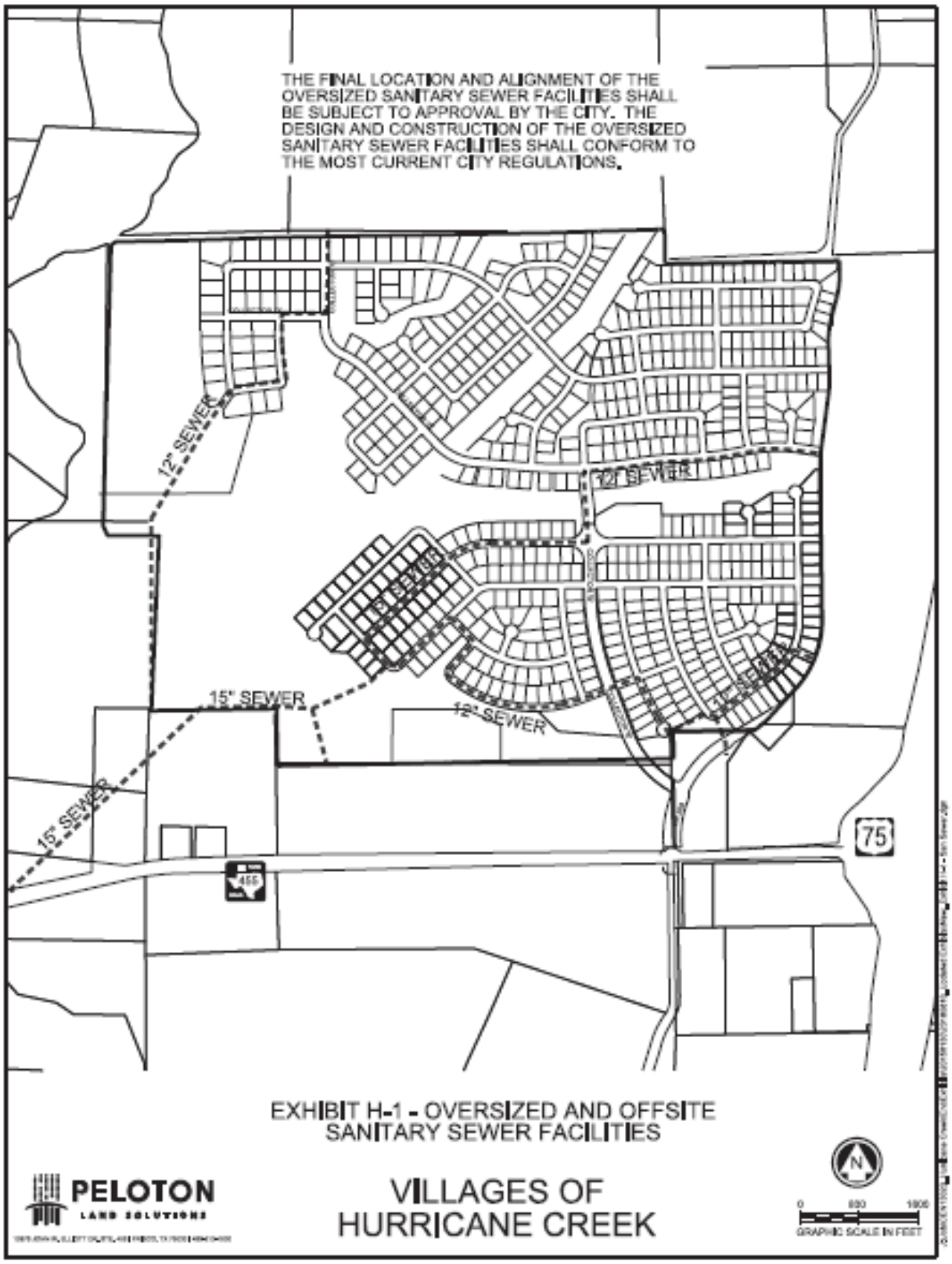
STREET	PAVEMENT	ROW	LENGTH	PHASE
COLLECTOR B	2 @ 25' B-B	80'	2155 LF	1
COLLECTOR B	2 @ 25' B-B	80'	285 LF	2
TOTAL			2440 LF	

EXHIBIT D2 - COLLECTOR "B" ROADWAY IMPROVEMENTS

PELOTON LAND SOLUTIONS

VILLAGES OF HURRICANE CREEK

0 800 1600
GRAPHIC SCALE IN FEET


THE FINAL LOCATION AND ALIGNMENT OF THE OVERSIZED SANITARY SEWER FACILITIES SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE OVERSIZED SANITARY SEWER FACILITIES SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS.
12" SEWER
12" SEWER
8" SEWER
15" SEWER
12" SEWER
15" SEWER
75
EXHIBIT H-1 - OVERSIZED AND OFFSITE SANITARY SEWER FACILITIES
PELOTON
LAND SOLUTIONS
VILLAGES OF HURRICANE CREEK
N
0
900
1800
GRAPHIC SCALE IN FEET

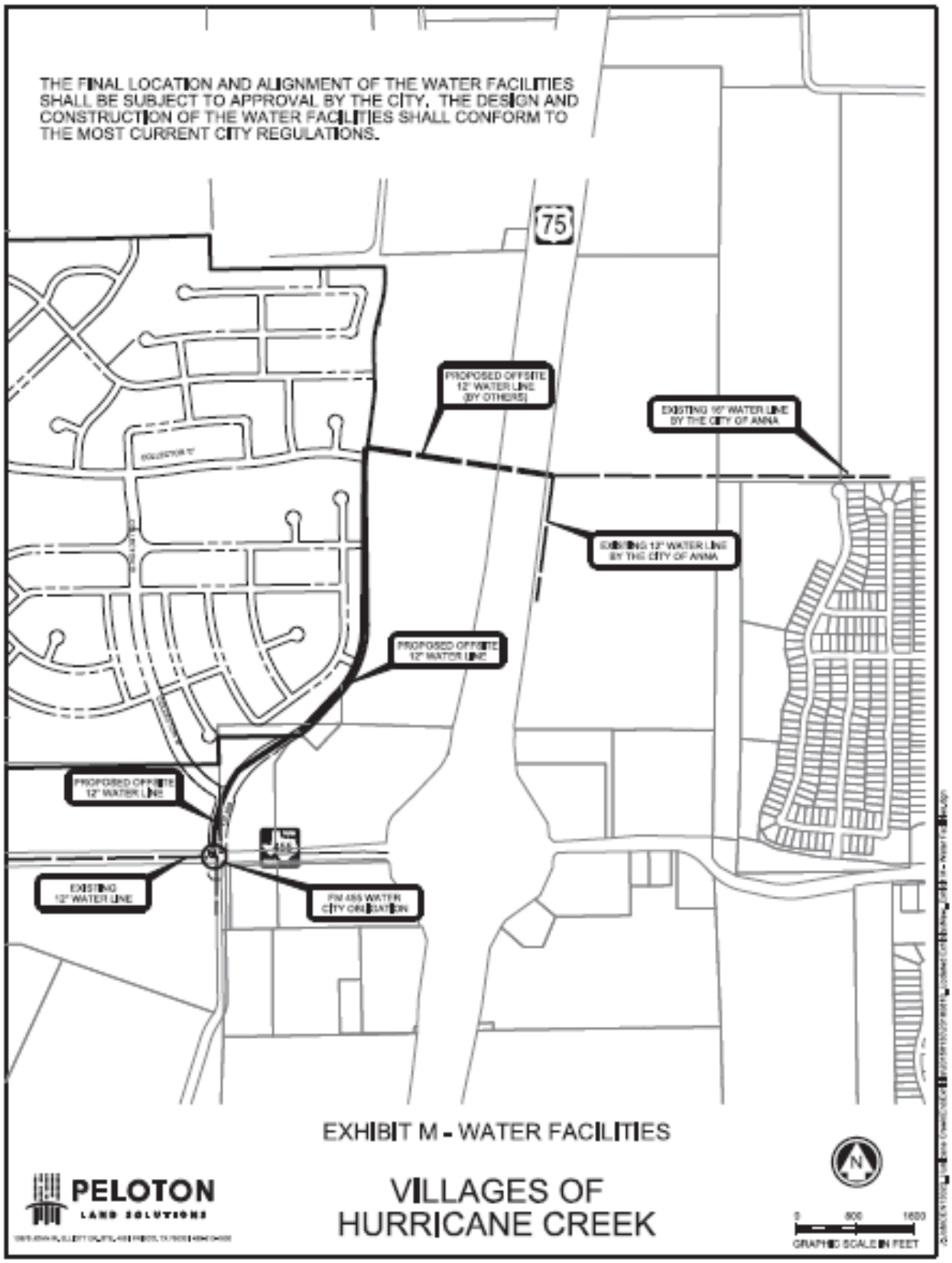
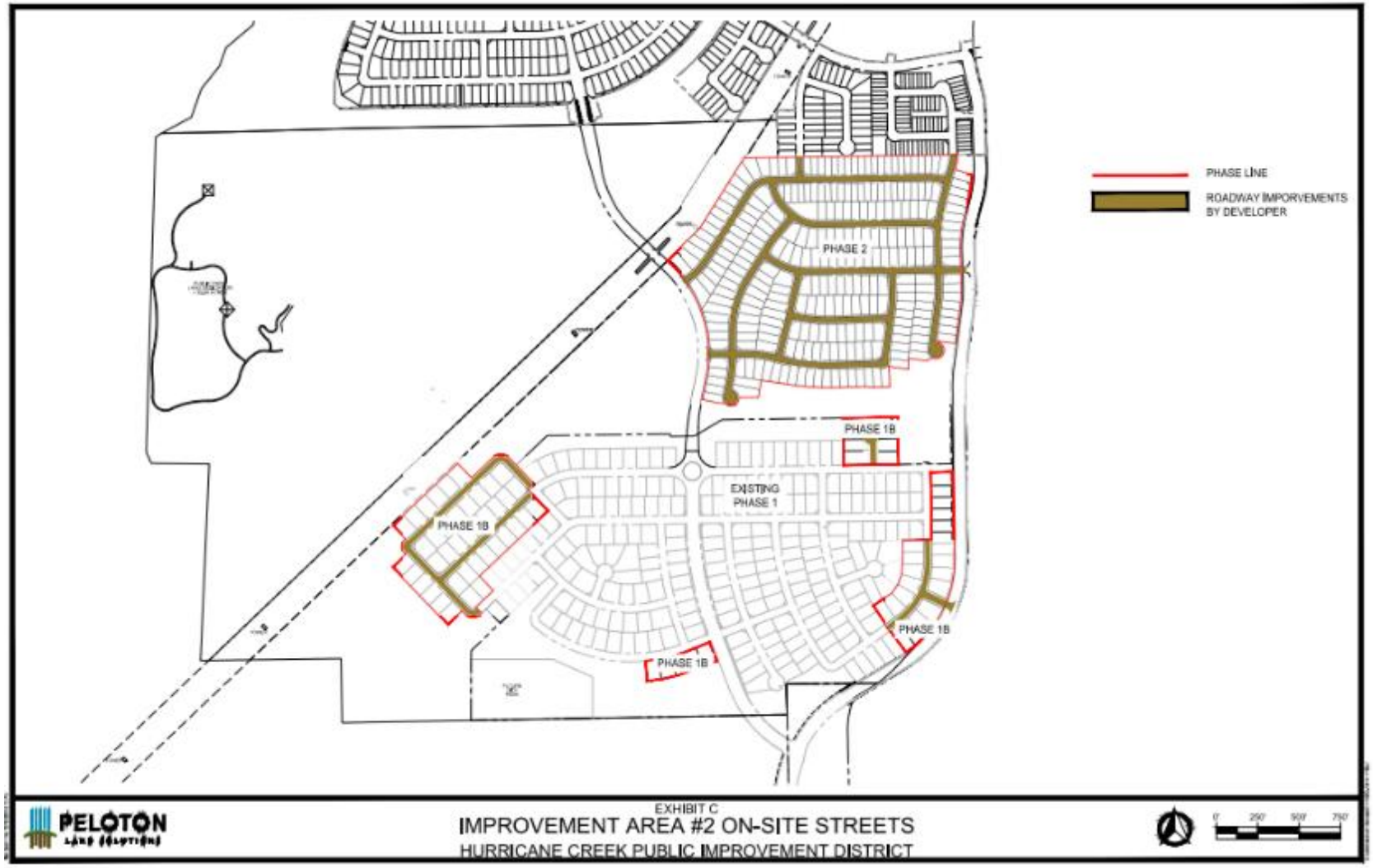
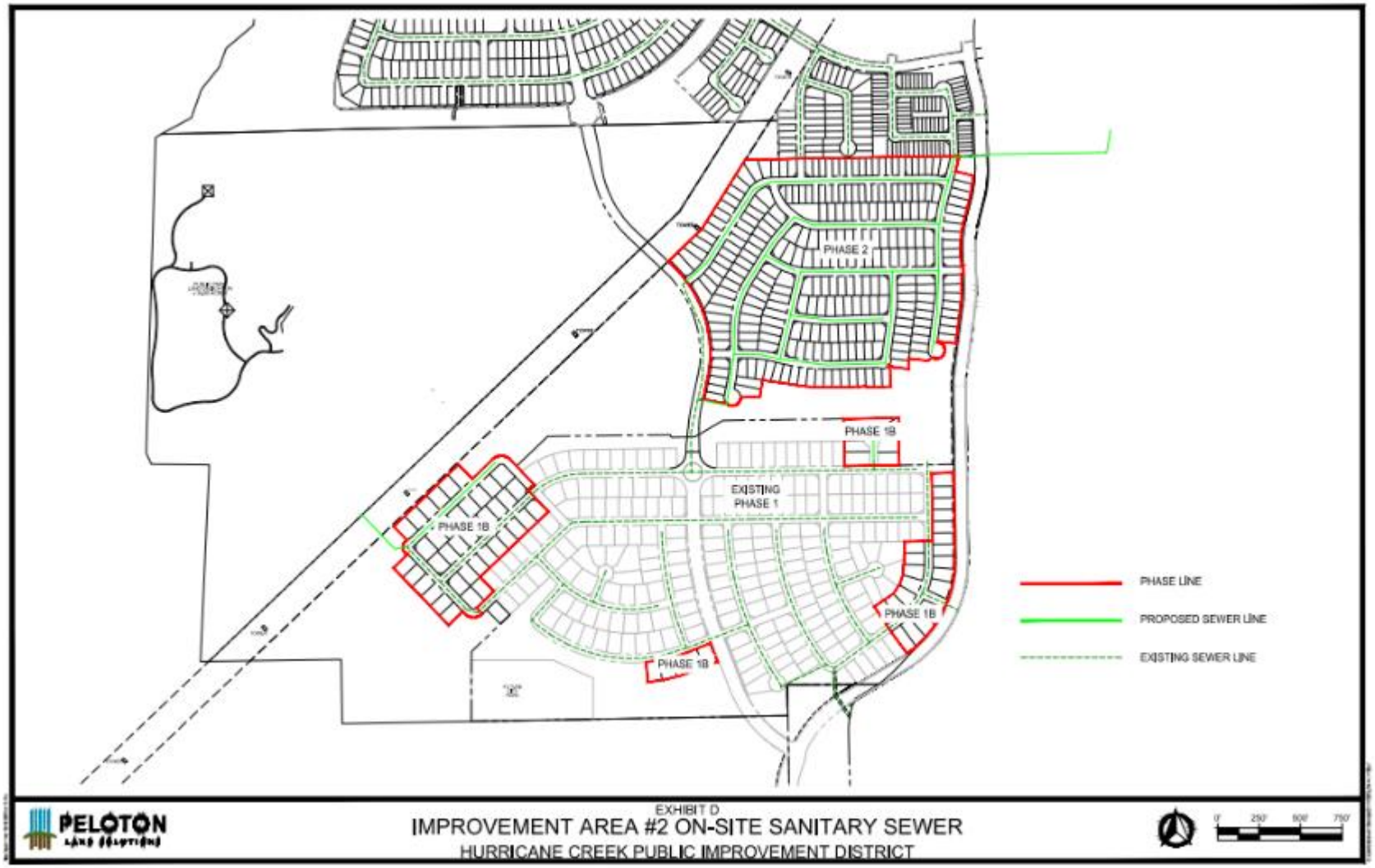
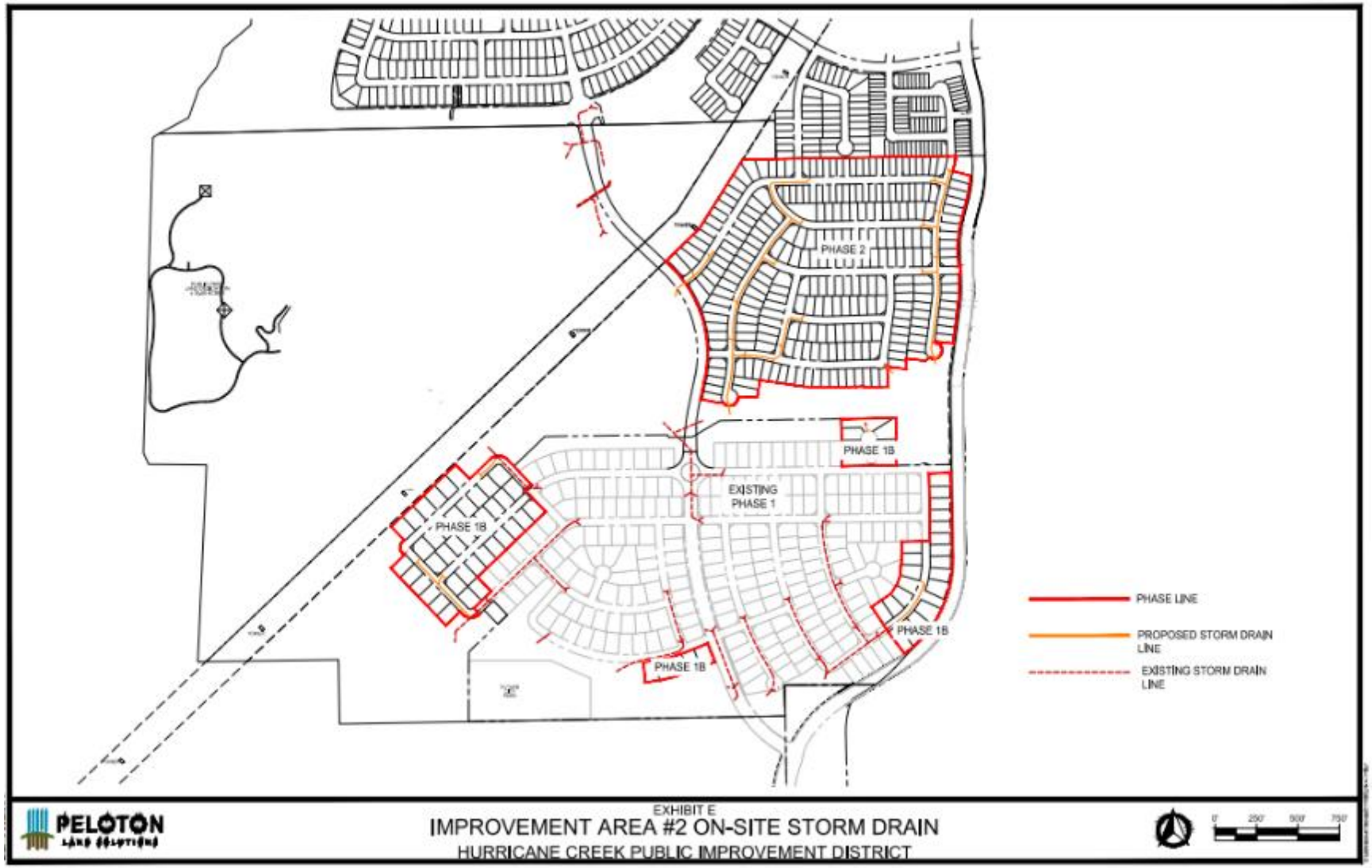

THE FINAL LOCATION AND ALIGNMENT OF THE WATER FACILITIES SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE WATER FACILITIES SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS.
75
PROPOSED OFFSITE 12" WATER LINE (BY OTHERS)
EXISTING 16" WATER LINE BY THE CITY OF ANNA
EXISTING 12" WATER LINE BY THE CITY OF ANNA
PROPOSED OFFSITE 12" WATER LINE
PROPOSED OFFSITE 12" WATER LINE
EXISTING 12" WATER LINE
FM 455 WATER CITY CONNECTION
EXHIBIT M - WATER FACILITIES
PELOTON
LAND SOLUTIONS
VILLAGES OF HURRICANE CREEK
0
500
1000
GRAPHIC SCALE IN FEET

EXHIBIT K-3 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS




PHASE 2
PHASE 1B
EXISTING
PHASE 1
PHASE 1B
PHASE 1B
PHASE 1B
PHASE LINE
PROPOSED SEWER LINE
EXISTING SEWER LINE
PELOTON
LAND SOLUTIONS
EXHIBIT D
IMPROVEMENT AREA #2 ON-SITE SANITARY SEWER
HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
0
250
500
750


PHASE 2
PHASE 1B
EXISTING
PHASE 1
PHASE 1B
PHASE 1B
PHASE 1B
PHASE LINE
PROPOSED STORM DRAIN LINE
EXISTING STORM DRAIN LINE
PELOTON
LAND SOLUTIONS
EXHIBIT E
IMPROVEMENT AREA #2 ON-SITE STORM DRAIN
HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT

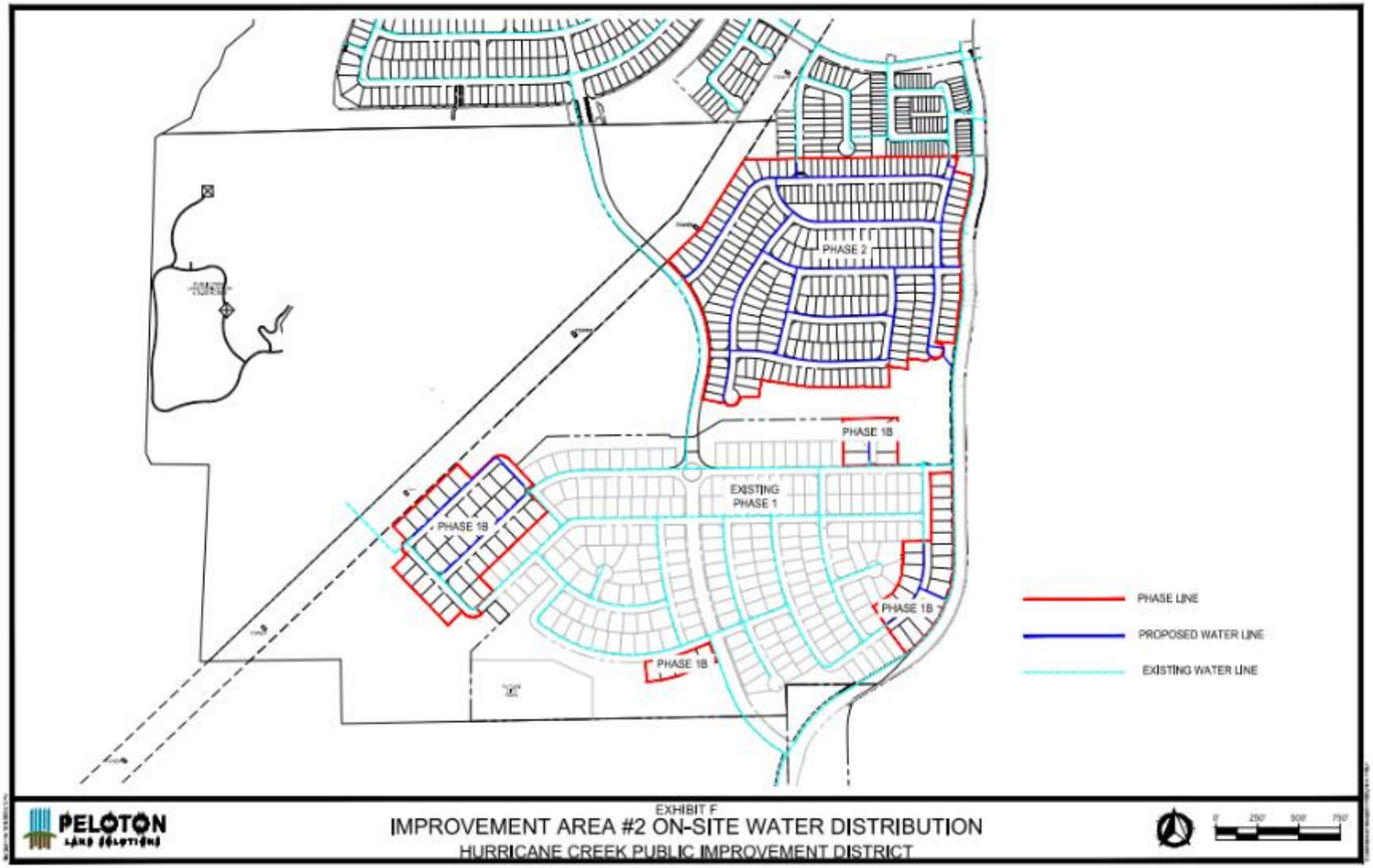
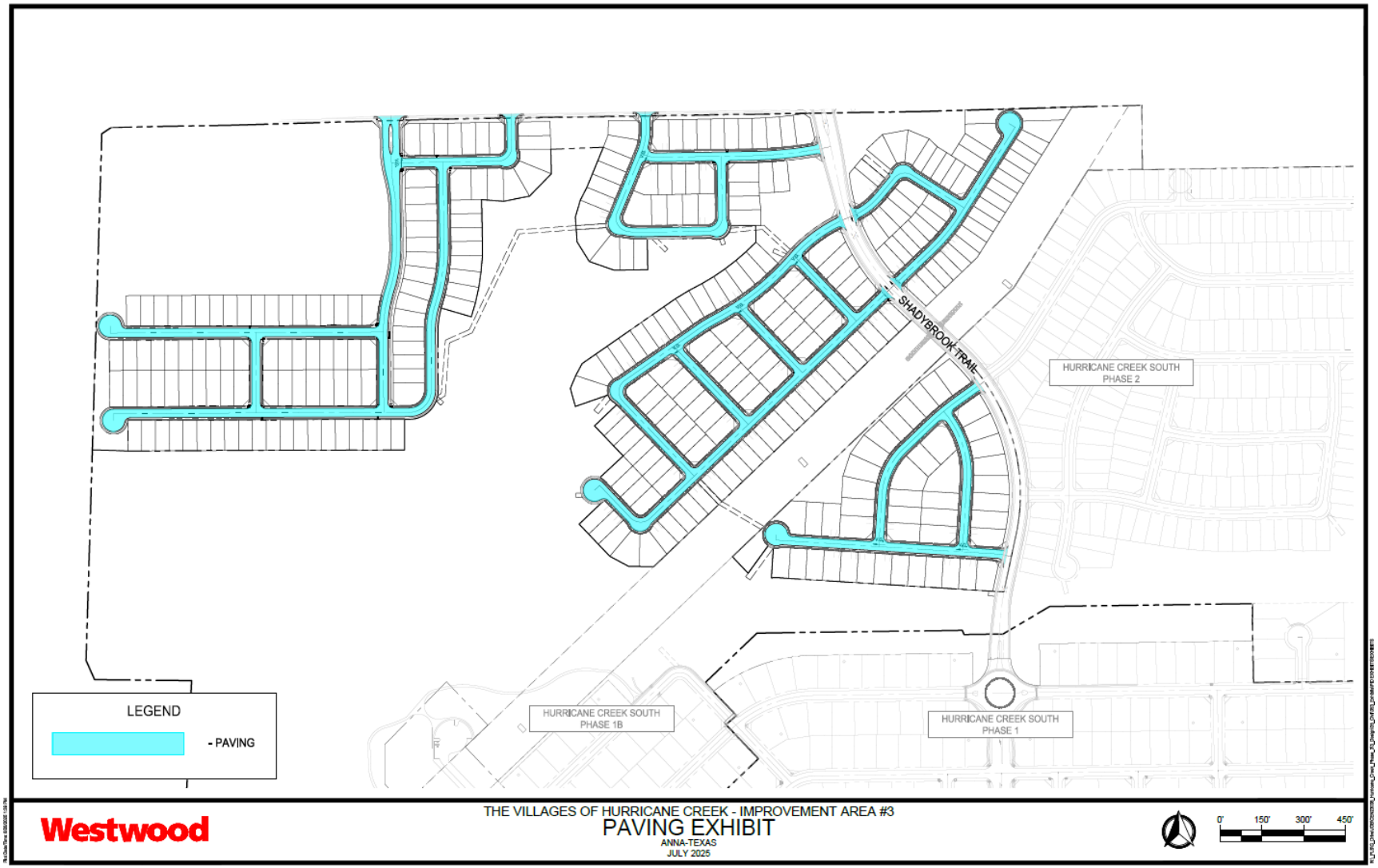
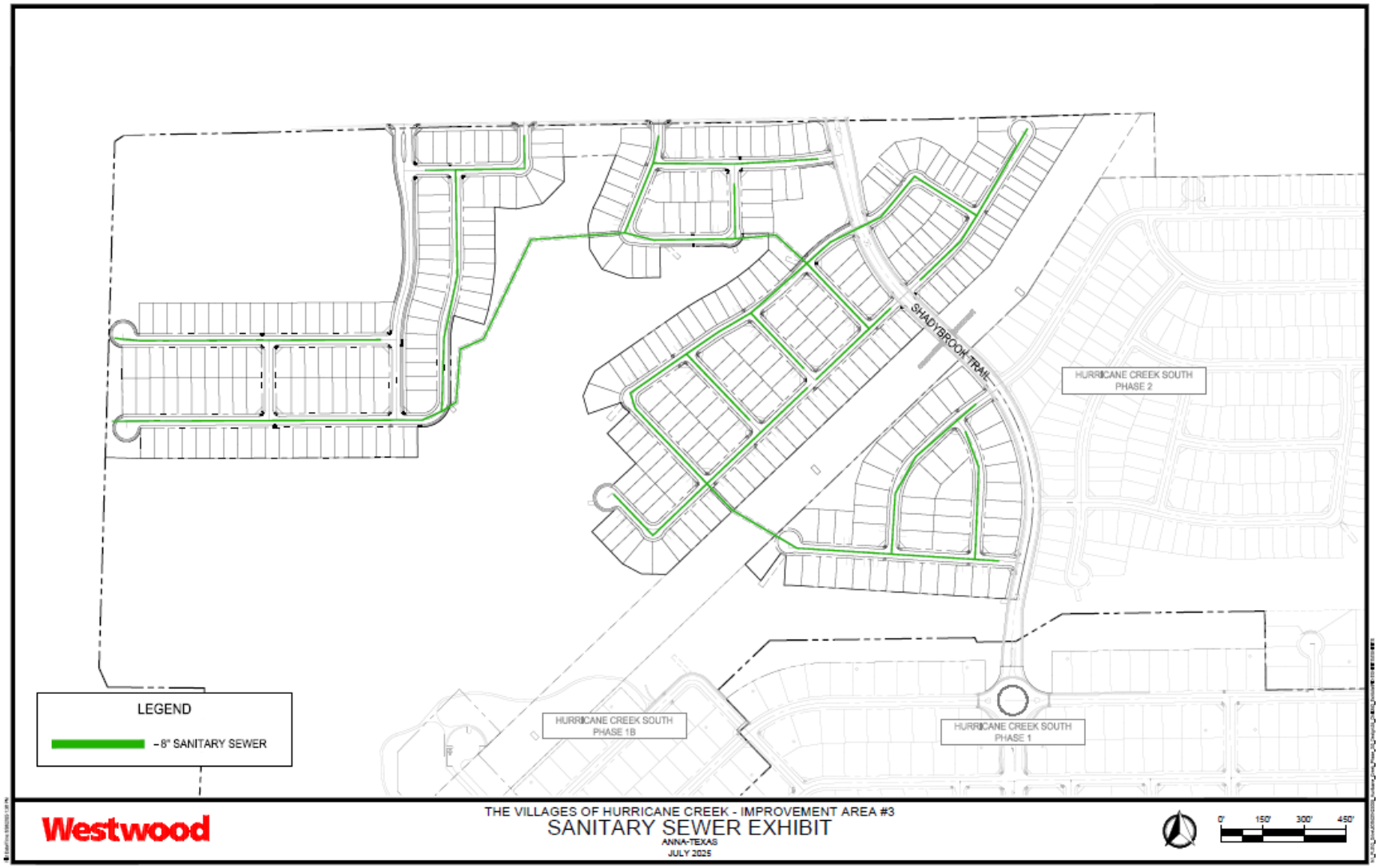
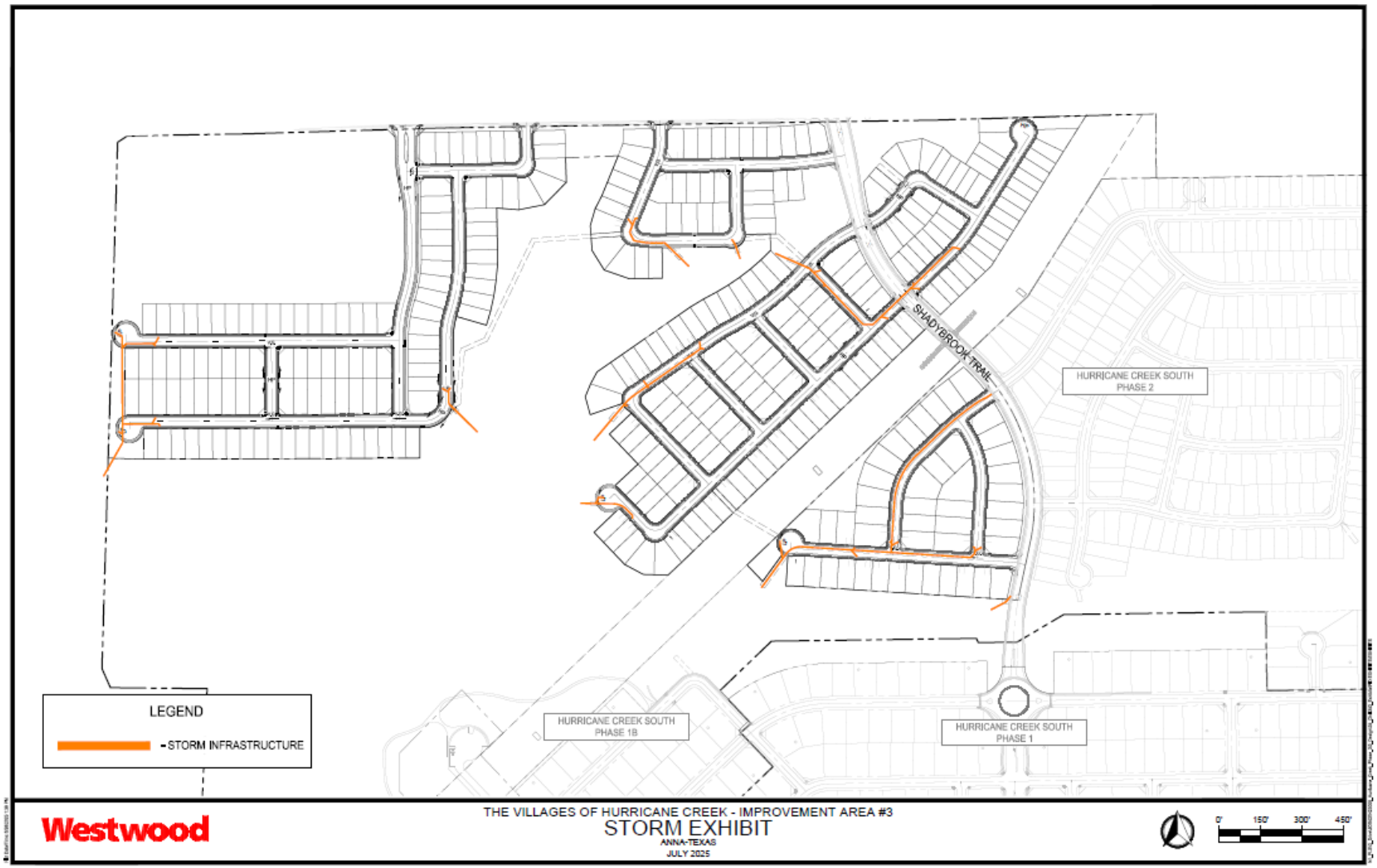

PHASE 2
PHASE 1B
EXISTING
PHASE 1
PHASE 1B
PHASE 1B
PHASE 1B
PHASE LINE
PROPOSED WATER LINE
EXISTING WATER LINE
PELOTON
LAND SOLUTIONS
EXHIBIT F
IMPROVEMENT AREA #2 ON-SITE WATER DISTRIBUTION
HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT

EXHIBIT K-4 – MAPS OF IMPROVEMENT AREA #3 IMPROVEMENTS




SHADYBROOK TRAIL
HURRICANE CREEK SOUTH PHASE 2
HURRICANE CREEK SOUTH PHASE 1B
HURRICANE CREEK SOUTH PHASE 1
LEGEND
8" SANITARY SEWER
Westwood
THE VILLAGES OF HURRICANE CREEK - IMPROVEMENT AREA #3
SANITARY SEWER EXHIBIT
ANNA-TEXAS
JULY 2025
0'
150'
300'
450'


SHADYBROOK TRAIL
HURRICANE CREEK SOUTH PHASE 2
HURRICANE CREEK SOUTH PHASE 1B
HURRICANE CREEK SOUTH PHASE 1
LEGEND
STORM INFRASTRUCTURE
Westwood
THE VILLAGES OF HURRICANE CREEK - IMPROVEMENT AREA #3
STORM EXHIBIT
ANNA-TEXAS
JULY 2025
0'
150'
300'
450'

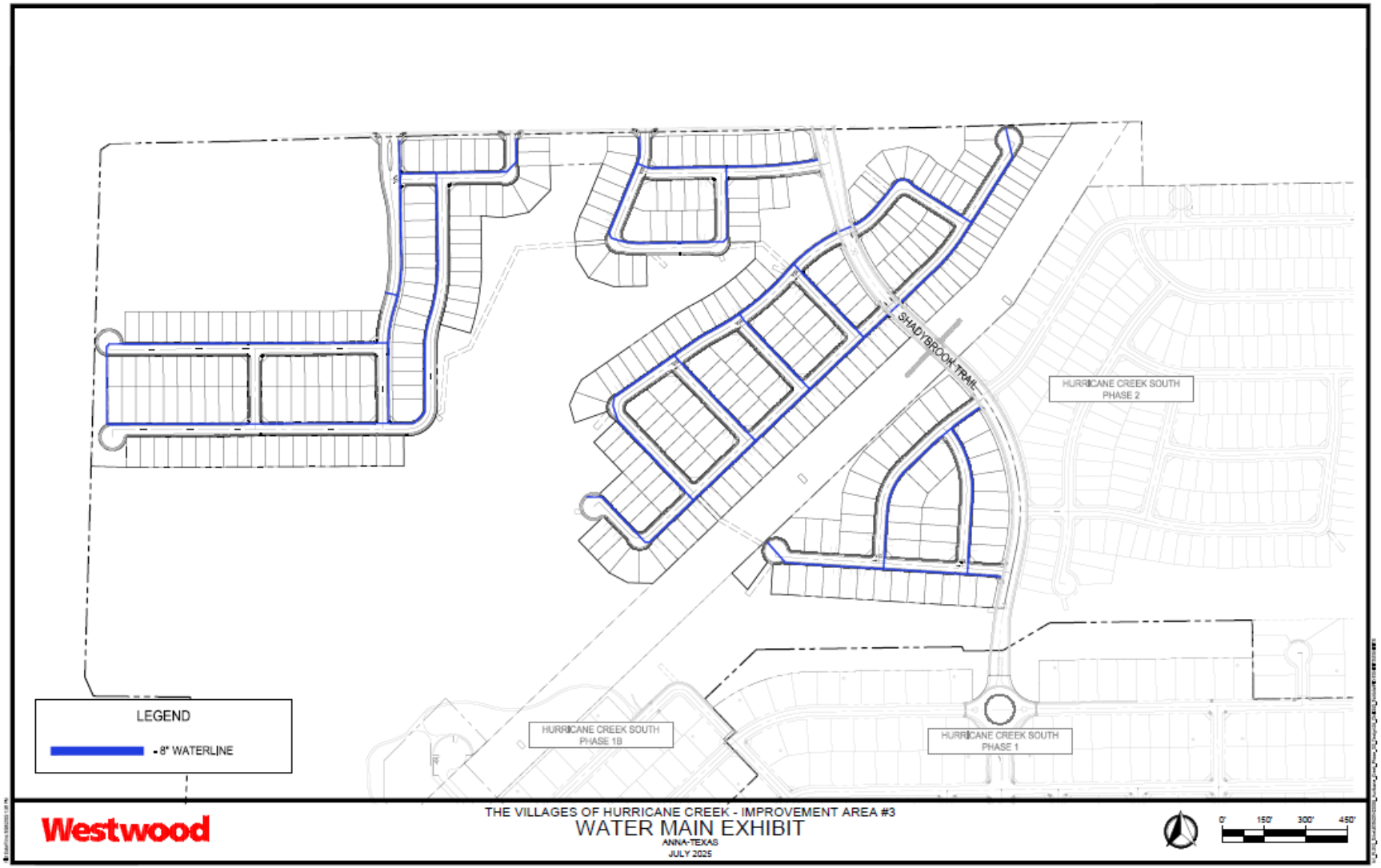

SHADYBROOK TRAIL
HURRICANE CREEK SOUTH PHASE 2
HURRICANE CREEK SOUTH PHASE 1B
HURRICANE CREEK SOUTH PHASE 1
LEGEND
- 8" WATERLINE
Westwood
THE VILLAGES OF HURRICANE CREEK - IMPROVEMENT AREA #3
WATER MAIN EXHIBIT
ANNA-TEXAS
JULY 2025
0'
150'
300'
450'

EXHIBIT L – FORM OF NOTICE OF PID ASSESSMENT TERMINATION

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

[Date]
Collin County Clerk's Office
Honorable _____
900 E. Park Blvd.
#140C
Plano, TX 75074

Re: City of Anna Lien Release documents for filing

Dear Ms./Mr. _____,

Enclosed is a lien release that the City of Anna 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 Anna
Attn: [City Secretary]
PO Box 776
120 W. 7th Street
Anna, TX 75409

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

Sincerely,
[Signature]

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

AFTER RECORDING RETURN TO:

[City Secretary Name]
[City Secretary Address]

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §
§ **NOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

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

RECITALS

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

WHEREAS, on or about November 13, 2018, the City Council for the City, approved Resolution No. 2018-11-506, creating Hurricane Creek Public Improvement District; and

WHEREAS, the Hurricane Creek Public Improvement District consists of approximately 368.2 contiguous acres within the corporate limits of the City; and

WHEREAS, on or about [March 12, 2019], [December 6, 2022], [_____, 2026] the City Council, approved Ordinance No. [907-2019], [1025-2022], [_____] (hereinafter referred to as the "Assessment Ordinance") approving an service and assessment plan and assessment roll for the Property within the Hurricane Creek Public Improvement District; and

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

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

RELEASE

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

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF ANNA, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Administrator

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Manager], City Administrator for the City of Anna, Texas, a Texas home rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT M-1 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

Year Ending (September 1)	Principal	Interest	Total
2019		$ 199,957.19	$ 199,957.19
2020		470,487.50	470,487.50
2021	$ 105,000.00	470,487.50	575,487.50
2022	110,000.00	464,450.00	574,450.00
2023	115,000.00	458,125.00	573,125.00
2024	125,000.00	451,512.50	576,512.50
2025	130,000.00	444,325.00	574,325.00
2026	135,000.00	436,850.00	571,850.00
2027	145,000.00	429,087.50	574,087.50
2028	155,000.00	420,750.00	575,750.00
2029	165,000.00	411,837.50	576,837.50
2030	170,000.00	402,350.00	572,350.00
2031	185,000.00	391,300.00	576,300.00
2032	195,000.00	379,275.00	574,275.00
2033	210,000.00	366,600.00	576,600.00
2034	220,000.00	352,950.00	572,950.00
2035	235,000.00	338,650.00	573,650.00
2036	250,000.00	323,375.00	573,375.00
2037	270,000.00	307,125.00	577,125.00
2038	285,000.00	289,575.00	574,575.00
2039	305,000.00	271,050.00	576,050.00
2040	325,000.00	251,225.00	576,225.00
2041	350,000.00	230,100.00	580,100.00
2042	370,000.00	207,350.00	577,350.00
2043	395,000.00	183,300.00	578,300.00
2044	425,000.00	157,625.00	582,625.00
2045	450,000.00	130,000.00	580,000.00
2046	485,000.00	100,750.00	585,750.00
2047	515,000.00	69,225.00	584,225.00
2048	550,000.00	35,750.00	585,750.00
Total	**$7,375,000.00**	**$9,445,444.69**	**$16,820,444.69**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT M-2 – DEBT SERVICE SCHEDULE FOR MAJOR IMPROVEMENT AREA BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

Year Ending (September 1)	Principal	Interest	Total
2019	--	$ 99,705.00	$ 99,705.00
2020	--	234,600.00	234,600.00
2021	--	234,600.00	234,600.00
2022	$ 55,000.00	234,600.00	289,600.00
2023	60,000.00	231,300.00	291,300.00
2024	60,000.00	227,700.00	287,700.00
2025	65,000.00	224,100.00	289,100.00
2026	70,000.00	220,200.00	290,200.00
2027	70,000.00	216,000.00	286,000.00
2028	75,000.00	211,800.00	286,800.00
2029	80,000.00	207,300.00	287,300.00
2030	85,000.00	202,500.00	287,500.00
2031	90,000.00	196,762.50	286,762.50
2032	95,000.00	190,687.50	285,687.50
2033	100,000.00	184,275.00	284,275.00
2034	105,000.00	177,525.00	282,525.00
2035	115,000.00	170,437.50	285,437.50
2036	120,000.00	162,675.00	282,675.00
2037	130,000.00	154,575.00	284,575.00
2038	140,000.00	145,800.00	285,800.00
2039	150,000.00	136,350.00	286,350.00
2040	155,000.00	126,225.00	281,225.00
2041	170,000.00	115,762.50	285,762.50
2042	180,000.00	104,287.50	284,287.50
2043	190,000.00	92,137.50	282,137.50
2044	205,000.00	79,312.50	284,312.50
2045	220,000.00	65,475.00	285,475.00
2046	235,000.00	50,625.00	285,625.00
2047	250,000.00	34,762.50	284,762.50
2048	265,000.00	17,887.50	282,887.50
Total	**$3,535,000.00**	**$4,749,967.50**	**$8,284,967.50**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT M-3 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #2 BONDS

HilltopSecurities
A Hilltop Holdings Company

BOND DEBT SERVICE

City of Anna, Texas
Special Assessment Revenue Bonds, Series 2022
(Hurricane Creek Public Improvement District Improvement Area #2 Project)
Callable on 9/1/2032 @ par
FINAL NUMBERS
Underwriter: FMSbonds, Inc.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/01/2023			411,480.72	411,480.72	
09/30/2023					411,480.72
03/01/2024			307,330.00	307,330.00	
09/01/2024	151,000	5.000%	307,330.00	458,330.00	
09/30/2024					765,660.00
03/01/2025			303,555.00	303,555.00	
09/01/2025	158,000	5.000%	303,555.00	461,555.00	
09/30/2025					765,110.00
03/01/2026			299,605.00	299,605.00	
09/01/2026	166,000	5.000%	299,605.00	465,605.00	
09/30/2026					765,210.00
03/01/2027			295,455.00	295,455.00	
09/01/2027	175,000	5.000%	295,455.00	470,455.00	
09/30/2027					765,910.00
03/01/2028			291,080.00	291,080.00	
09/01/2028	183,000	5.000%	291,080.00	474,080.00	
09/30/2028					765,160.00
03/01/2029			286,505.00	286,505.00	
09/01/2029	193,000	5.750%	286,505.00	479,505.00	
09/30/2029					766,010.00
03/01/2030			280,956.25	280,956.25	
09/01/2030	204,000	5.750%	280,956.25	484,956.25	
09/30/2030					765,912.50
03/01/2031			275,091.25	275,091.25	
09/01/2031	216,000	5.750%	275,091.25	491,091.25	
09/30/2031					766,182.50
03/01/2032			268,881.25	268,881.25	
09/01/2032	228,000	5.750%	268,881.25	496,881.25	
09/30/2032					765,762.50
03/01/2033			262,326.25	262,326.25	
09/01/2033	241,000	5.750%	262,326.25	503,326.25	
09/30/2033					765,652.50
03/01/2034			255,397.50	255,397.50	
09/01/2034	256,000	5.750%	255,397.50	511,397.50	
09/30/2034					766,795.00
03/01/2035			248,037.50	248,037.50	
09/01/2035	270,000	5.750%	248,037.50	518,037.50	
09/30/2035					766,075.00
03/01/2036			240,275.00	240,275.00	
09/01/2036	286,000	5.750%	240,275.00	526,275.00	
09/30/2036					766,550.00
03/01/2037			232,052.50	232,052.50	
09/01/2037	303,000	5.750%	232,052.50	535,052.50	
09/30/2037					767,105.00
03/01/2038			223,341.25	223,341.25	
09/01/2038	321,000	5.750%	223,341.25	544,341.25	
09/30/2038					767,682.50

Dec 13, 2022 11:55 am Prepared by Hilltop Securities Inc. (eaa) Page 7

BOND DEBT SERVICE

City of Anna, Texas
Special Assessment Revenue Bonds, Series 2022
(Hurricane Creek Public Improvement District Improvement Area #2 Project)
Callable on 9/1/2032 @ par
FINAL NUMBERS
Underwriter: FMSbonds, Inc.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2039			214,112.50	214,112.50	
09/01/2039	340,000	5.750%	214,112.50	554,112.50	
09/30/2039					768,225.00
03/01/2040			204,337.50	204,337.50	
09/01/2040	360,000	5.750%	204,337.50	564,337.50	
09/30/2040					768,675.00
03/01/2041			193,987.50	193,987.50	
09/01/2041	382,000	5.750%	193,987.50	575,987.50	
09/30/2041					769,975.00
03/01/2042			183,005.00	183,005.00	
09/01/2042	404,000	5.750%	183,005.00	587,005.00	
09/30/2042					770,010.00
03/01/2043			171,390.00	171,390.00	
09/01/2043	428,000	6.000%	171,390.00	599,390.00	
09/30/2043					770,780.00
03/01/2044			158,550.00	158,550.00	
09/01/2044	455,000	6.000%	158,550.00	613,550.00	
09/30/2044					772,100.00
03/01/2045			144,900.00	144,900.00	
09/01/2045	483,000	6.000%	144,900.00	627,900.00	
09/30/2045					772,800.00
03/01/2046			130,410.00	130,410.00	
09/01/2046	514,000	6.000%	130,410.00	644,410.00	
09/30/2046					774,820.00
03/01/2047			114,990.00	114,990.00	
09/01/2047	546,000	6.000%	114,990.00	660,990.00	
09/30/2047					775,980.00
03/01/2048			98,610.00	98,610.00	
09/01/2048	580,000	6.000%	98,610.00	678,610.00	
09/30/2048					777,220.00
03/01/2049			81,210.00	81,210.00	
09/01/2049	616,000	6.000%	81,210.00	697,210.00	
09/30/2049					778,420.00
03/01/2050			62,730.00	62,730.00	
09/01/2050	655,000	6.000%	62,730.00	717,730.00	
09/30/2050					780,460.00
03/01/2051			43,080.00	43,080.00	
09/01/2051	696,000	6.000%	43,080.00	739,080.00	
09/30/2051					782,160.00
03/01/2052			22,200.00	22,200.00	
09/01/2052	740,000	6.000%	22,200.00	762,200.00	
09/30/2052					784,400.00
	10,550,000		12,198,283.22	22,748,283.22	22,748,283.22

EXHIBIT M-4 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #3 BONDS

[To be provided at pricing.]

EXHIBIT N-1 – DISTRICT LEGAL DESCRIPTION

BEING all that certain tract of land situated in then Joseph Boyle Survey, Abstract Number 105, the John Coffman Survey, Abstract Number 197 the J. M. Kincade Survey, Abstract Number 509 J. W. Mitchel Survey, Abstract Number 565 the W. Rattan Survey, Abstract Number 752 and the T. Rattan Survey, Abstract Number 785, Collin County, Texas and being all of a called 262.41 acre tract as described by deed to Villages of Hurricane Creek, LP recorded in Volume 5430, Page 9864 of County Records, Collin County, Texas and being part of a called 114.252 acre of land described by deed to Don Collins, et al recorded in Volume 5257, Page 4877 of said County Records and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said 262.41 acre tract, in the west line of said 114.252 acre tract:

THENCE S 89°54'24"W, 2687.84 feet;
THENCE N 00°04'27"W, 387.21 feet;
THENCE N 89°58'14"W, 849.21 feet;
THENCE N 03°33'44"E, 1188.00 feet,
THENCE N 88°26'26"W, 365.15 feet;
THENCE N 23°08'27"W, 67.47 feet;
THENCE N 02°48'15"E, 1930.31 feet;
THENCE N 89°52'55"E, 465.63 feet;
THENCE N 89°15'32"E, 742.56 feet;
THENCE S 90°00'00"E, 1755.97 feet to the northeast corner of said 262.41 acre tract of land and being the northwest corner of said 114.252 acre tract;
THENCE N 89°11'00"E, 794.06 feet;
THENCE S 00°10'57"W, 232.18 feet;
THENCE N 89°56'12"E, 1184.36 feet;
THENCE S 01°06'39"E, 55.96 feet to the beginning of a curve to the right;
THENCE with said curve to the right, an arc distance of 205.39 feet, through a central angle of 16°48'41", having a radius of 700.00 feet, the long chord which bears S 07°17'41"W, 204.65 feet;
THENCE S 15°42'02"W, 121.60 feet;
THENCE with said curve to the left, an arc distance of 205.39 feet, through a central angle of 16°48'41", having a radius of 700.00 feet, the long chord which bears S 07°17'41"W, 204.65 feet;
THENCE S 01°06'39"E, 201.55 feet;
THENCE with said curve to the right, an arc distance of 116.43 feet, through a central angle of 09°31'48", having a radius of 699.99 feet, the long chord which bears S 03°39'15"W, 116.30 feet;
THENCE S 08°25'09"W, 393.86 feet;
THENCE with said curve to the left, an arc distance of 101.59 feet, through a central angle of 08°19'23", having a radius of 700.03 feet, the long chord which bears S 04°15'28"W, 101.60 feet;
THENCE S 00°05'44"W, 1035.62 feet;
THENCE with said curve to the right, an arc distance of 530.61 feet, through a central angle of 43°25'52", having a radius of 700.00 feet, the long chord which bears S 21°43'40"W, 518.00 feet;
THENCE S 43°31'37"W, 241.38 feet;
THENCE with said curve to the right, an arc distance of 25.41 feet, through a central angle of 00°02'48", having a radius of 400.00 feet, the long chord which bears S 43°40'02"W, 25.41 feet;
THENCE N 89°44'50"W, 655.06 feet;

THENCE S 00°56'11"E, 265.80 feet to the **Point of Beginning** and containing 16,037,378 square feet or 368.2 acres of land more or less.

PELOTON LAND SOLUTIONS

EXHIBIT A1 - METES AND BOUNDS
VILLAGES OF
HURRICANE CREEK

EXHIBIT N-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

BEING a tract of land situated in the Joseph Boyle Survey, Abstract Number 105, W.S. Rattan Survey, Abstract Number 752, T. Rattan Survey, Abstract Number 782, and the J. Coffman Survey, Abstract Number 197, Collin County, Texas and being part of that tract of land described in deed to CADG Hurricane Creek, LLC, recorded in Instrument Number 20150529000631020 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the northeast corner of a remainder tract WBK Partners, LTD recorded in Volume 4292, Page 27 of said Official Public Records and the easternmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 88°58'27" W, 1,910.63 feet with the south line of said CADG tract to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE departing said south line of the CADG Hurricane Creek, LLC tract, N 00°15'27" E, 421.11 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 46°18'49" E, 320.76 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43°41'11" W, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S46°18'49" W, 117.06 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43°41'11" W, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 46°18'49" E, 145.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43°41'11" W, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 46°18'49" E, 570.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43°41'11" W, 170.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 46°18'49" E, 2.17 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set to the beginning of a curve to the right;

THENCE, with said curve to the right, an arc distance of 47.91 feet, through a central angle of 05°54'13", having a radius of 465.00 feet, the long chord bears N 49°15'56" E, 47.89 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43°41'11" W, 163.78 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 46°18'49” E, 259.23 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 89°13'07” E, 741.15 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 23°12'58” E, 16.58 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 89°13'07” E, 140.84 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 59°26'33” E, 195.37 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 89°13'07” E, 731.48 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 00°46'53” E, 284.46 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 89°13'07” E, 525.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 00°46'53” E, 460.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 89°13'07” W, 170.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 01°32'35” W, 138.83 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 03°56'49” W, 63.28 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 20°40'36” W, 64.06 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 34°31'32” W, 64.92 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 56°29'24” W, 66.49 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 55°11'09” W, 70.72 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 33°07'12” E, 131.90 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 36°16'47” E, 50.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 53°43'13” W, 1.72 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 36°16'47” E, 163.61 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set in the east line of said CADG Hurricane Creek, LLC. Tract at the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 61.57 feet, through an angle of 05°02'21”, having a radius of 700.00 feet, and a long chord which bears S 56°44'35” W, 61.55 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 59°01'02” W, 294.65 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 89°21'12” W, 420.50 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 01°31'10” E, 184.67 feet to the POINT OF BEGINNING and containing 4,015,625 square feet or 92.186 acres of land, more or less.

EXHIBIT N-3 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

BEING a tract of land situated in the Joseph Boyle Survey, Abstract Number 105, W.S. Rattan Survey, Abstract Number 752, T. Rattan Survey, Abstract Number 782, and the J. Coffman Survey, Abstract Number 197, Collin County, Texas and being part of that tract of land described in deed to CADG Hurricane Creek, LLC, recorded in Instrument Number 20150529000631020 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the southernmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 89°54’24”W, 2,687.84 feet;

THENCE N 00°04’27”W, 387.21 feet;

THENCE N 89°58’14”W, 849.21 feet;

THENCE N 03°33’44”E, 1,188.00 feet;

THENCE N 88°26’26”W, 365.15 feet;

THENCE N 23°08’27”W, 67.47 feet;

THENCE N 02°48’15”E, 1,930.31 feet;

THENCE N 89°52’55”E, 465.63 feet;

THENCE N 89°15’32”E, 742.56 feet;

THENCE S 90°00’00”E, 1,755.97 feet;

THENCE N 89°11’00”E, 794.06 feet;

THENCE S 00°10’57”W, 232.18 feet;

THENCE N 89°56’12”E, 1184.36 feet;

THENCE S 01°06’39”E, 55.96 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 205.39 feet, through a central angle of 16°48’41”, having a radius of 700.00 feet, the long chord which bears S 07°17’41”W, 204.65 feet;

THENCE S 15°42’02”W, 121.60 feet to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 205.39 feet, through a central angle of 16°48’41”, having a radius of 700.00 feet, the long chord which bears S 07°17’41”W, 204.65 feet;

THENCE S 01°06’39”E, 201.55 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 116.43 feet, through a central angle of 09°31’48”, having a radius of 699.99 feet, the long chord which bears S 03°39’15”W, 116.30 feet;

THENCE S 08°25’09”W, 393.86 feet to the beginning of a curve to the left;

THENCE with said curve to the left, an arc distance of 101.69 feet, through a central angle of 08°19’23”, having a radius of 700.03 feet, the long chord which bears S 04°15’28”W, 101.60 feet;

THENCE S 00°05’44”W, 1035.62 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 530.61 feet, through a central angle of 43°25’52”, having a radius of 700.00 feet, the long chord which bears S 21°48’40”W, 518.00 feet;

THENCE S 43°31’37”W, 241.38 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 25.41 feet, through a central angle of 00°02’48”, having a radius of 400.00 feet, the long chord which bears S 43°40’02”W, 25.41 feet;

THENCE N 89°44’50”W, 655.06 feet;

THENCE S 00°56’11”E, 265.80 feet to the Point of Beginning and containing 16,037,378 square feet or 368.2 acres of land more or less.

SAVE AND EXCEPT

BEING a tract of land situated in the Joseph Boyle Survey, Abstract Number 105, W.S. Rattan Survey, Abstract Number 752, T. Rattan Survey, Abstract Number 782, and the J. Coffman Survey, Abstract Number 197, Collin County, Texas and being part of that tract of land described in deed to CADG Hurricane Creek, LLC, recorded in Instrument Number 20150529000631020 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the southernmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 88°58'27” W, 1,910.63 feet;

THENCE N 00°15'27” E, 421.11 feet;

THENCE N 46°18'49” E, 320.76 feet;

THENCE N 43°41'11” W, 120.00 feet;

THENCE S46°18'49” W, 117.06 feet;

THENCE N 43°41'11” W, 50.00 feet;

THENCE N 46°18'49” E, 145.00 feet;

THENCE N 43°41'11” W, 120.00 feet;

THENCE N 46°18'49” E, 570.00 feet;

THENCE N 43°41'11” W, 170.00 feet;

THENCE N 46°18'49” E, 2.17 feet to the beginning of a curve to the right;

THENCE, with said curve to the right, an arc distance of 47.91 feet, through a central angle of 05°54'13”, having a radius of 465.00 feet, the long chord bears N 49°15'56” E, 47.89 feet;

THENCE N 43°41'11” W, 163.78 feet;

THENCE N 46°18'49” E, 259.23 feet;

THENCE N 89°13'07” E, 741.15 feet;

THENCE S 23°12'58” E, 16.58 feet;

THENCE N 89°13'07” E, 140.84 feet;

THENCE N 59°26'33” E, 195.37 feet;

THENCE N 89°13'07” E, 731.48 feet;

THENCE S 00°46'53” E, 284.46 feet;

THENCE N 89°13'07” E, 525.00 feet;

THENCE S 00°46'53” E, 460.00 feet;

THENCE S 89°13'07” W, 170.00 feet;

THENCE S 01°32'35” W, 138.83 feet;

THENCE S 03°56'49” W, 63.28 feet;

THENCE S 20°40'36” W, 64.06 feet;
THENCE S 34°31'32” W, 64.92 feet;

THENCE S 56°29'24” W, 66.49 feet;

THENCE S 55°11'09” W, 70.72 feet;

THENCE S 33°07'12” E, 131.90 feet;

THENCE S 36°16'47” E, 50.00 feet;

THENCE S 53°43'13” W, 1.72 feet;

THENCE S 36°16'47” E, 163.61 feet to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 61.57 feet, through an angle of 05°02'21”, having a radius of 700.00 feet, and a long chord which bears S 56°44'35” W, 61.55 feet;

THENCE S 59°01'02” W, 294.65 feet;

THENCE S 89°21'12” W, 420.50 feet;

THENCE S 01°31'10” E, 184.67 feet to the POINT OF BEGINNING and containing 4,015,625 square feet or 92.186 acres of land, more or less.

"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 N-4 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

Phase 2 LEGAL DESCRIPTION:

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. BOYLE SURVEY, ABSTRACT NUMBER 105 AND THE W.S. RATTAN SURVEY, ABSTRACT NUMBER 752, COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO CADG HURRICANE CREEK, LLC KNOWN AS TRACT 2 RECORDED IN INSTRUMENT NUMBER 20150529000063102O OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND TO MM ANNA 325, LLC TRACT 1 RECORDED IN INSTRUMENT NUMBER 20190411000386110 AND BEING THE NORTHWEST CORNER OF ONE ANNA TWO ADDITION RECORDED IN INSTRUMENT NUMBER 20210607010002180 OF SAID O.P.R.C.C.T.

THENCE DEPARTING THE SOUTH LINE OF SAID MM ANNA TRACT FOLLOWING THE WEST LINE OF SAID ONE ANNA TWO ADDITION TRACT AND BEING THE WEST LINE OF STANDRIDGE BOULEVARD (A CALLED 80’ RIGHT-OF-WAY) THE FOLLOWING BEARINGS AND DISTANCES:

S 02° 05' 48" E, 55.77 TO A 1/2 INCH IRON ROD WITH CAP STAMPED “GEER 3258” FOUND AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 205.60 FEET, THROUGH A CENTRAL ANGLE OF 16° 49' 44", HAVING A RADIUS OF 700.00 FEET, AND A LONG CHORD WHICH BEARS S 06° 27' 08" W, 204.87 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED “GEER 3258” FOUND;

S 14° 47' 37" W, 121.39 FEET TO A 1/2 INCH IRON ROD FOUND AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 205.59 FEET, THROUGH A CENTRAL ANGLE OF 16° 49' 39", HAVING A RADIUS OF 700.00 FEET, AND A LONG CHORD WHICH BEARS S 06° 28' 09" W, 204.85 FEET TO A 1/2 IRON ROD WITH CAP STAMPED “GEER 3258” FOUND;

S 02° 00' 44" E, 201.29 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED “GEER 3258” FOUND AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 116.43 FEET, THROUGH A CENTRAL ANGLE OF 09° 31' 48", HAVING A RADIUS OF 699.99 FEET, AND A LONG CHORD WHICH BEARS S 02° 49' 59" W, 116.30 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED “GEER 3258” FOUND;

S 07° 36' 10" W, 394.08 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED “GEER 3258” FOUND AND THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 101.69 FEET, THROUGH A CENTRAL ANGLE OF 08° 19' 23", HAVING A RADIUS OF 700.03 FEET, AND A LONG CHORD WHICH BEARS S 03° 23' 47" W, 101.60 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED “GEER 3258” FOUND;

S 00° 46' 53" E, 187.26 FEET TO THE NORTHEAST CORNER OF THE VILLAGES OF HURRICANE CREEK, PHASE 1 RECORDED IN INSTRUMENT NUMBER 20210120000126700 OF SAID O.P.R.C.C.T;

THENCE FOLLOWING THE NORTH LINE OF SAID HURRICANE CREEK, PHASE 1 THE FOLLOWING BEARINGS AND DISTANCES:

S 89° 13' 07" W, 1,391.48 FEET;

S 59° 26' 33" W, 165.35 FEET;

THENCE DEPARTING SAID NORTH LINE OF SAID HURRICANE CREEK, PHASE 1 OVER AND ACROSS SAID TRACT 2 THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 46' 53" W, 38.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 111.87 FEET, THROUGH A CENTRAL ANGLE OF 12° 49' 11", HAVING A RADIUS OF 500.00 FEET, AND A LONG CHORD WHICH BEARS N 05° 37' 43" E, 111.64 FEET;

N 12° 02' 18" E, 192.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 748.78 FEET, THROUGH A CENTRAL ANGLE OF 58° 46' 11", HAVING A RADIUS OF 730.00 FEET, AND A LONG CHORD WHICH BEARS N 17° 20' 48" W, 716.38 FEET;

N 46° 43' 54" W, 32.41 FEET;

N 46° 18' 49" E, 276.60 FEET;

N 32° 16' 49" E, 500.47 FEET;

THENCE N 89° 04' 42" E, 1382.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,449,716 SQUARE FEET OR 56.238 ACRES MORE OR LESS.

<u>Phase 1B Legal Description</u>

Tract 1

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 2 in deed to CADG Hurricane

Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2” iron rod with cap stamped GEER 3258 found in the east line of said Tract 2 to CADG Hurricane Creek LLC AND being the most easterly southeast corner of The Villages of Hurricane Creek Phase 1 recorded in Instrument Number 20201015010003920 of said (O.P.R.C.C.T.);

THENCE following the east property line of said Villages of Hurricane Creek the following bearings and distances:

N 36° 16' 46" W, 163.61 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 53° 43' 13" E, 1.72 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 36° 16' 47" W, 50.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 33° 07' 12" W, 131.90 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 55° 11' 09" E, 70.72 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 56° 29' 24" E, 66.49 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 34° 31' 32" E, 64.92 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 20° 40' 36" E, 64.06 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 03° 56' 49" E, 63.28 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 01° 32' 35" E, 138.83 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 89° 13' 07" E, 170.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 00° 46' 53" W, 410.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 89° 14' 17" E, 135.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found in the east line of said Tract 2;

THENCE S 00° 46' 53" E, 513.44 feet to the beginning of a curve to the right to a 1/2” iron rod found;

THENCE with said curve to the right, an arc distance of 671.13 feet, through a central angle of 54° 55' 58", having a radius of 700.00 feet, and a long chord which bears S 26° 43' 03" W, 645.72 feet to the POINT OF BEGINNING and containing 251,915 square feet or 5.783 acres of land more or less.

Tract 2

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 2 in deed to CADG Hurricane Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "PELOTON" found in the east line of said Tract 2 and the most easterly northeast corner of The Villages of Hurricane Creek Phase I recorded in Instrument Number 20201015010003920 of said (O.P.R.C.C.T.);

THENCE S 89° 13' 07" W, 660.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE N 00° 46' 53" W, 284.46 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE N 89° 13' 08" E, 660.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set in the east line of said Tract 2;

THENCE S 00° 46' 53" E, 284.46 feet to the POINT OF BEGINNING and containing 187,742 square feet or 4.310 acres of land more or less.

Tract 3

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 1 in deed to CADG Hurricane Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found for the northeast corner of a remainder tract WBK Partners, LTD recorded in Volume 4292, Page 27 of said Official Public Records and the easternmost southeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 88°58'27" W, 842.56 feet;

THENCE departing said south line of the CADG Hurricane Creek, LLC tract, N 01°01'33" W, 218.10 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set to THE POINT OF BEGINNING;

THENCE N 03° 24' 07" W, 121.40 feet to the beginning of a curve to the left to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE with said curve to the left, an arc distance of 248.93 feet, through a central angle of 15° 25' 09", having a radius of 925.00 feet, and a long chord which bears N 76° 44' 47" E, 248.18 feet;

THENCE following the south right of way line of Hidden Valley Drive of said Villages of Hurricane Creek the following bearings and distances:

N 69° 02' 12" E, 64.84 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

N 69° 02' 12" E, 90.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE following the west right of way line of Shadybrook Trail of said Villages of Hurricane Creek the following bearing and distance:

S 20° 57' 48" E, 120.08 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” found;

THENCE S 68° 55' 33" W, 161.45 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 71° 32' 50" W, 95.74 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 77° 06' 00" W, 90.37 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE S 82° 06' 18" W, 93.25 feet to the POINT OF BEGINNING and containing 50,814 square feet or 1.167 acres of land more or less.

Tract 4

BEING that certain tract of land situated in W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of that tract of land referred to as Tract 1 in deed to CADG Hurricane Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8” iron rod with plastic cap stamped “PELOTON” found for southwest corner of Block M, Lot 4 in a tract of land referred to as Tract 1 recorded in said Official Public Records for said CADG Hurricane Creek, LLC tract and having a Northing of 7180087.9589' and Easting of 2549759.9701';

BEGINNING at a 5/8” iron rod with plastic cap stamped “PELOTON” found for the most easterly southeast corner of a tract of land referred to as Tract 1 recorded in said Official Public Records and the easternmost northeast corner of said CADG Hurricane Creek, LLC tract;

THENCE S 46° 18' 49" W, 250.44 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 43° 41' 11" W, 55.84 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 86° 55' 45" W, 15.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 63° 16' 55" W, 153.10 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 43° 41' 11" W, 480.00 feet to a 5/8” iron rod with plastic cap stamped “PELOTON” set;

THENCE N 46° 18' 49" E, 115.13 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 105.54 feet, through a central angle of 122° 40' 26", having a radius of 50.00 feet, and a long chord which bears N 01° 33' 11" W, 87.75 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 43° 40' 57" W, 113.93 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE N 46° 18' 49" E, 540.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 43° 40' 57" E, 120.00 feet; to a 5/8" iron rod with plastic cap stamped "PELOTON" set

THENCE N 46° 18' 49" E, 171.01 feet to the beginning of a curve to the right;

With said curve to the right, an arc distance of 117.81 feet, through a central angle of 89° 59' 58", having a radius of 75.00 feet, and a long chord which bears S 88° 41' 11" E, 106.07 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" set;

THENCE S 43° 41' 11" E, 217.47 feet to the beginning of a curve to the left;

With said curve to the left, an arc distance of 47.91 feet, through a central angle of 05° 54' 13", having a radius of 465.00 feet, and a long chord which bears S 49° 15' 49" W, 47.89 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE S 46° 18' 49" W, 2.17 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE S 43° 40' 57" E, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE S 43° 41' 17" E, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

(THENCE S 43° 41' 11" E, 170.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;)

THENCE S 46° 18' 49" W, 570.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE S 43° 41' 11" E, 120.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE S 46° 18' 49" W, 145.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE S 43° 41' 11" E, 50.00 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

THENCE N 46° 18' 49" E, 117.05 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;

(THENCE N 46° 18' 49" E, 117.06 feet to a 5/8" iron rod with plastic cap stamped "PELOTON" found;)

THENCE S 43° 41' 11" E, 120.00 feet to the POINT OF BEGINNING and containing 570,152 square feet or 13.089 acres of land more or less.

EXHIBIT N-5 - IMPROVEMENT AREA #3 LEGAL DESCRIPTION

Westwood

TRACT 1

BEING THAT CERTAIN 64.359 ACRE TRACT OF LAND SITUATED IN THE JOHN M. KINCADE SURVEY, ABSTRACT NO. 509, AND THE JOSEPH BOYLE SURVEY, ABSTRACT NO. 105, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 262.171 ACRE TRACT 1 AND PART OF A CALLED 106.861 ACRE TRACT 2 DESCRIBED IN THE DEED TO CADG HURRICANE CREEK, LLC, RECORDED IN INSTRUMENT NO. 20150529000631020, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS; SAID 64.359 ACRE TRACT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTH END OF A RIGHT-OF-WAY CORNER CLIP IN THE WESTERLY RIGHT-OF-WAY LINE OF SHADYBROOK TRAIL, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE ALONG THE SAID WESTERLY LINE OF SHADYBROOK TRAIL, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 12 DEGREES 18 MINUTES 05 SECONDS EAST, A DISTANCE OF 95.06 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 29 MINUTES 29 SECONDS, A RADIUS OF 1,435.00 FEET, AND AN ARC LENGTH OF 37.35 FEET (CHORD BEARS SOUTH 80 DEGREES 04 MINUTES 54 SECONDS WEST, 37.35 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE END OF SAID CURVE;

SOUTH 09 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 35 MINUTES 05 SECONDS, A RADIUS OF 1,485.00 FEET, AND AN ARC LENGTH OF 41.07 FEET (CHORD BEARS NORTH 80 DEGREES 02 MINUTES 06 SECONDS EAST, 41.07 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE END OF SAID CURVE;

SOUTH 15 DEGREES 21 MINUTES 07 SECONDS EAST, A DISTANCE OF 84.12 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 34 MINUTES 46 SECONDS, A RADIUS OF 2,000.00 FEET, AND AN ARC LENGTH OF 90.04 FEET (CHORD BEARS SOUTH 15 DEGREES 16 MINUTES 02 SECONDS EAST, 90.03 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF REVERSE CURVE TO THE LEFT;

ALONG SAID REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32 DEGREES 45 MINUTES 15 SECONDS, A RADIUS OF 730.00 FEET, AND AN ARC LENGTH OF 417.32 FEET (CHORD BEARS SOUTH 30 DEGREES 21 MINUTES 16 SECONDS EAST, 411.66 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE END OF SAID REVERSE CURVE;

SOUTH 46 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 100.45 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND FOR CORNER IN THE NORTHWEST LINE OF A TEXAS POWER & LIGHT EASEMENT, UNDER JUDGEMENT NO. 71-162-199, IN THE DISTRICT COURT RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 46 DEGREES 18 MINUTES 49 SECONDS WEST, DEPARTING THE SAID WESTERLY LINE OF SHADYBROOK TRAIL, ALONG THE SAID NORTHWEST LINE OF THE TEXAS POWER & LIGHT EASEMENT, OVER AND ACROSS SAID TRACTS 1 AND 2, A DISTANCE OF 1,290.62 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

THENCE DEPARTING THE NORTHWEST LINE OF THE TEXAS POWER AND LIGHT EASEMENT, CONTINUING OVER AND ACROSS SAID TRACTS 1 AND 2, THE FOLLOWING COURSES AND DISTANCES

NORTH 88 DEGREES 52 MINUTES 21 SECONDS WEST, A DISTANCE OF 90.97 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 61 DEGREES 49 MINUTES 15 SECONDS WEST, A DISTANCE OF 76.21 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 43 DEGREES 41 MINUTES 11 SECONDS WEST, A DISTANCE OF 160.46 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

NORTH 46 DEGREES 20 MINUTES 35 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 246 DEGREES 53 MINUTES 37 SECONDS, A RADIUS OF 50.00 FEET, AND AN ARC LENGTH OF 215.46 FEET (CHORD BEARS NORTH 10 DEGREES 14 MINUTES 22 SECONDS WEST, 83.44 FEET) TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

NORTH 47 DEGREES 05 MINUTES 47 SECONDS EAST, A DISTANCE OF 114.02 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

NORTH 43 DEGREES 41 MINUTES 11 SECONDS WEST, A DISTANCE OF 150.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

NORTH 46 DEGREES 18 MINUTES 49 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

NORTH 43 DEGREES 41 MINUTES 11 SECONDS WEST, A DISTANCE OF 9.95 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43 DEGREES 12 MINUTES 06 SECONDS, A RADIUS OF 50.00 FEET, AND AN ARC LENGTH OF 37.70 FEET (CHORD BEARS NORTH 40 DEGREES 47 MINUTES 21 SECONDS WEST, 36.81 FEET) TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

Westwood

SOUTH 70 DEGREES 48 MINUTES 42 SECONDS WEST, A DISTANCE OF 124.70 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

NORTH 15 DEGREES 28 MINUTES 07 SECONDS WEST, A DISTANCE OF 67.42 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 22 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 50.57 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 28 DEGREES 19 MINUTES 49 SECONDS EAST, A DISTANCE OF 48.67 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 55 DEGREES 16 MINUTES 5 SECONDS EAST, A DISTANCE OF 109.96 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 55 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 300.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 58 DEGREES 58 MINUTES 3 SECONDS EAST, A DISTANCE OF 56.53 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 61 DEGREES 51 MINUTES 52 SECONDS EAST, A DISTANCE OF 53.84 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 59 DEGREES 12 MINUTES 44 SECONDS EAST, A DISTANCE OF 49.39 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 55 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 49.39 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 52 DEGREES 28 MINUTES 24 SECONDS EAST, A DISTANCE OF 49.39 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 49 DEGREES 06 MINUTES 14 SECONDS EAST, A DISTANCE OF 49.39 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 45 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 49.39 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 00 DEGREES 54 MINUTES 31 SECONDS WEST, A DISTANCE OF 59.89 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

SOUTH 89 DEGREES 05 MINUTES 29 SECONDS WEST, A DISTANCE OF 90.37 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER; SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 114 DEGREES 13 MINUTES 10 SECONDS, A RADIUS OF 50.00 FEET, AND AN ARC LENGTH OF 99.68 FEET (CHORD BEARS SOUTH 57 DEGREES 57 MINUTES 36 SECONDS WEST, 83.97 FEET) TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT THE END OF SAID CURVE;

Westwood

SOUTH 89 DEGREES 05 MINUTES 29 SECONDS WEST, A DISTANCE OF 229.94 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

SOUTH 00 DEGREES 54 MINUTES 31 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

SOUTH 89 DEGREES 05 MINUTES 29 SECONDS WEST, A DISTANCE OF 120.92 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

NORTH 70 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 95.47 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 31 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 83.27 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 04 DEGREES 07 MINUTES 04 SECONDS WEST, A DISTANCE OF 89.69 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 16 DEGREES 21 MINUTES 18 SECONDS EAST, A DISTANCE OF 64.09 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 27 DEGREES 12 MINUTES 15 SECONDS EAST, A DISTANCE OF 52.19 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 22 DEGREES 16 MINUTES 37 SECONDS EAST, A DISTANCE OF 156.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

SOUTH 87 DEGREES 41 MINUTES 59 SECONDS WEST, A DISTANCE OF 190.08 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

SOUTH 01 DEGREES 28 MINUTES 17 SECONDS EAST, A DISTANCE OF 88.13 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

SOUTH 44 DEGREES 22 MINUTES 29 SECONDS WEST, A DISTANCE OF 112.87 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

SOUTH 78 DEGREES 44 MINUTES 22 SECONDS WEST, A DISTANCE OF 95.45 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 85 DEGREES 31 MINUTES 49 SECONDS WEST, A DISTANCE OF 79.36 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

SOUTH 00 DEGREES 57 MINUTES 34 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

SOUTH 00 DEGREES 32 MINUTES 26 SECONDS EAST, A DISTANCE OF 52.78 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

SOUTH 05 DEGREES 03 MINUTES 29 SECONDS WEST, A DISTANCE OF 58.71 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

SOUTH 08 DEGREES 18 MINUTES 58 SECONDS WEST, A DISTANCE OF 56.24 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

SOUTH 12 DEGREES 19 MINUTES 34 SECONDS WEST, A DISTANCE OF 56.15 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

SOUTH 16 DEGREES 17 MINUTES 14 SECONDS WEST, A DISTANCE OF 53.29 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

NORTH 73 DEGREES 51 MINUTES 43 SECONDS WEST, A DISTANCE OF 112.87 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER, SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 27 MINUTES 02 SECONDS, A RADIUS OF 305.00 FEET, AND AN ARC LENGTH OF 82.25 FEET (CHORD BEARS SOUTH 08 DEGREES 24 MINUTES 46 SECONDS WEST, 82.00 FEET) TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT THE END OF SAID CURVE;

SOUTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, A DISTANCE OF 214.84 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 105.00 FEET, AND AN ARC LENGTH OF 164.93 FEET (CHORD BEARS SOUTH 44 DEGREES 47 MINUTES 01 SECONDS WEST, 148.49 FEET) TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT THE END OF SAID CURVE;

SOUTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, A DISTANCE OF 16.79 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

SOUTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

SOUTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, A DISTANCE OF 1,000.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 88 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 127.67 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER IN THE COMMON LINE BETWEEN SAID TRACT 1 AND A TRACT OF LAND CONVEYED TO VALINDA PLAZA, LLC, BY DEED OF RECORD IN INSTRUMENT NO. 20220408000573260, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 01 DEGREES 42 MINUTES 50 SECONDS EAST, ALONG THE SAID COMMON LINE BETWEEN TRACT 1 AND VALINDA PLAZA, LLC TRACT, A DISTANCE OF 1,140.95 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER IN THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED TO BLUE SPRUCE L.P., RECORDED IN INSTRUMENT NO. 19940826000793830, OF SAID OFFICIAL PUBLIC RECORDS; SAID POINT BEING AT THE NORTH CORNER OF SAID VALINDA PLAZA, LLC TRACT AND A NORTHWEST CORNER OF SAID TRACT 1;

THENCE NORTH 56 DEGREES 40 MINUTES 54 SECONDS EAST, DEPARTING THE SAID COMMON LINE BETWEEN THE VALINDA PLAZA, LLC TRACT AND SAID TRACT 1, ALONG A COMMON LINE BETWEEN SAID BLUE SPRUCE L.P. TRACT AND TRACT 1, A DISTANCE OF 41.72 FEET TO A 1/2" CAPPED IRON ROD (GEER 3288) FOUND AT A NORTHWEST CORNER OF SAID TRACT 1 AND THE SOUTHWEST CORNER OF A 290.877 ACRE TRACT OF LAND DESCRIBED IN TRACT 1, CONVEYED IN DEED TO MM ANNA 325, LLC, BY DEED OF RECORD IN INSTRUMENT NO. 20190411000386110, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE DEPARTING THE SAID COMMON LINE BETWEEN SAID BLUE SPRUCE L.P. TRACT AND TRACT 1, ALONG A COMMON LINE BETWEEN SAID 290.877 ACRE TRACT AND SAID TRACT 1, THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 59 MINUTES 33 SECONDS EAST, A DISTANCE OF 427.26 FEET TO A 1/2" IRON ROD FOUND AT AN ANGLE POINT;

NORTH 88 DEGREES 18 MINUTES 31 SECONDS EAST, A DISTANCE OF 742.86 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

NORTH 89 DEGREES 05 MINUTES 29 SECONDS EAST, A DISTANCE OF 1,345.94 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER IN THE SAID RIGHT-OF-WAY CORNER CLIP OF SHADYBROOK TRAIL;

THENCE SOUTH 56 DEGREES 03 MINUTES 28 SECONDS EAST, DEPARTING THE SAID COMMON LINE BETWEEN THE 290.877 ACRE TRACT AND SAID TRACT 1, ALONG SAID RIGHT-OF-WAY CORNER CLIP OF SHADYBROOK TRAIL, A DISTANCE OF 19.37 FEET TO THE **POINT-OF-BEGINNING**, CONTAINING 2,803,492 SQUARE FEET OR 64.359 ACRES OF LAND.

TRACT 2

BEING THAT CERTAIN 11.576 ACRE TRACT OF LAND SITUATED IN THE JOSEPH BOYLE SURVEY, ABSTRACT NO. 105, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 262.171 ACRE TRACT 1 AND PART OF A CALLED 106.861 ACRE TRACT 2, DESCRIBED IN THE DEED TO CADG HURRICANE CREEK, LLC, RECORDED IN INSTRUMENT NO. 20150529000631020, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS; SAID 11.576 ACRE TRACT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTH END OF A RIGHT-OF-WAY CORNER CLIP IN THE WESTERLY RIGHT-OF-WAY LINE OF SHADYBROOK TRAIL, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE ALONG THE WESTERLY LINE OF SAID SHADYBROOK TRAIL, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 12 DEGREES 18 MINUTES 05 SECONDS EAST, A DISTANCE OF 95.06 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

Westwood

ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 29 MINUTES 29 SECONDS, A RADIUS OF 1,435.00 FEET, AND AN ARC LENGTH OF 37.35 FEET (CHORD BEARS SOUTH 80 DEGREES 04 MINUTES 54 SECONDS WEST, 37.35 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE END OF SAID CURVE;

SOUTH 09 DEGREES 10 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 35 MINUTES 05 SECONDS, A RADIUS OF 1,485.00 FEET, AND AN ARC LENGTH OF 41.07 FEET (CHORD BEARS NORTH 80 DEGREES 02 MINUTES 06 SECONDS EAST, 41.07 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE END OF SAID CURVE;

SOUTH 15 DEGREES 21 MINUTES 07 SECONDS EAST, A DISTANCE OF 84.12 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 34 MINUTES 46 SECONDS, A RADIUS OF 2,000.00 FEET, AND AN ARC LENGTH OF 90.04 FEET (CHORD BEARS SOUTH 15 DEGREES 16 MINUTES 02 SECONDS EAST, 90.03 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF REVERSE CURVE TO THE LEFT;

ALONG SAID REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32 DEGREES 45 MINUTES 15 SECONDS, A RADIUS OF 730.00 FEET, AND AN ARC LENGTH OF 417.32 FEET (CHORD BEARS SOUTH 30 DEGREES 21 MINUTES 16 SECONDS EAST, 411.66 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE END OF SAID REVERSE CURVE;

SOUTH 46 DEGREES 43 MINUTES 54 SECONDS EAST, AT A DISTANCE OF 100.45 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND IN THE NORTHWEST LINE OF A TEXAS POWER & LIGHT EASEMENT, UNDER JUDGEMENT NO. 71-162-199, IN THE DISTRICT COURT RECORDS OF COLLIN COUNTY, TEXAS, CONTINUING ALONG SAID SOUTHWESTERLY LINE OF SHADYBROOK TRAIL, IN ALL A TOTAL DISTANCE OF 270.85 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER IN THE SOUTHEAST LINE OF SAID TEXAS POWER & LIGHT COMPANY EASEMENT; SAID POINT BEING AT THE **POINT-OF-BEGINNING**;

SOUTH 46 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 35.60 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 58 DEGREES 46 MINUTES 11 SECONDS, A RADIUS OF 670.00 FEET, AND AN ARC LENGTH OF 687.24 FEET (CHORD BEARS SOUTH 17 DEGREES 20 MINUTES 48 SECONDS EAST, 657.50 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE END OF SAID CURVE;

SOUTH 12 DEGREES 02 MINUTES 18 SECONDS WEST, A DISTANCE OF 184.50 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 46 MINUTES 20 SECONDS, A RADIUS OF 1,030.00 FEET, AND AN ARC LENGTH OF 31.86 FEET (CHORD BEARS SOUTH 11 DEGREES 09 MINUTES 08 SECONDS WEST, 31.86 FEET) TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

THENCE DEPARTING THE SAID WESTERLY LINE OF SHADYBROOK TRAIL, OVER AND ACROSS SAID TRACTS 1 AND 2, THE FOLLOWING COURSES AND DISTANCES:

NORTH 86 DEGREES 23 MINUTES 46 SECONDS WEST, A DISTANCE OF 783.67 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

SOUTH 89 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 27.30 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

NORTH 03 DEGREES 36 MINUTES 14 SECONDS EAST, A DISTANCE OF 107.40 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23 DEGREES 34 MINUTES 41 SECONDS, A RADIUS OF 50.00 FEET, AND AN ARC LENGTH OF 20.58 FEET (CHORD BEARS NORTH 65 DEGREES 37 MINUTES 02 SECONDS WEST, 20.43 FEET) TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

SOUTH 36 DEGREES 10 MINUTES 19 SECONDS WEST, A DISTANCE OF 122.63 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER;

NORTH 43 DEGREES 41 MINUTES 11 SECONDS WEST, A DISTANCE OF 82.19 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER IN THE SAID SOUTHEAST LINE OF THE TEXAS POWER & LIGHT COMPANY EASEMENT;

NORTH 46 DEGREES 18 MINUTES 49 SECONDS EAST, ALONG THE SAID SOUTHEAST LINE OF THE TEXAS POWER & LIGHT COMPANY EASEMENT, A DISTANCE OF 1,069.11 FEET TO **THE POINT-OF-BEGINNING** AND CONTAINING 504,241 SQUARE FEET OR 11.576 ACRES OF LAND.

TRACT 3

BEING THAT CERTAIN 12.889 ACRE TRACT OF LAND SITUATED IN THE JOSEPH BOYLE SURVEY, ABSTRACT NO. 105, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 262.171 ACRE TRACT 1 AND PART OF A CALLED 106.861 ACRE TRACT 2 DESCRIBED IN THE DEED TO CADG HURRICANE CREEK, LLC, RECORDED IN INSTRUMENT NO. 20150529000631020, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS; SAID 12.889 ACRE TRACT AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Westwood

COMMENCING AT A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT A SOUTH END OF A RIGHT-OF-WAY CORNER CLIP IN THE EASTERLY RIGHT-OF-WAY LINE OF SHADYBROOK TRAIL, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE SOUTH 12 DEGREES 18 MINUTES 05 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID SHADYBROOK TRAIL, A DISTANCE OF 4.77 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT THE **POINT-OF-BEGINNING**; SAID POINT BEING IN THE COMMON LINE BETWEEN SAID TRACT 1 AND THE 290.877 ACRE TRACT OF LAND DESCRIBED IN TRACT 1, CONVEYED IN DEED TO MM ANNA 325, LLC, BY DEED OF RECORD IN INSTRUMENT NO. 20190411000386110, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 89 DEGREES 05 MINUTES 29 SECONDS EAST, DEPARTING THE SAID EASTERLY LINE OF SHADYBROOK TRAIL, ALONG SAID COMMON LINE BETWEEN THE 290.877 ACRE TRACT AND TRACT 1, A DISTANCE OF 316.46 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT THE NORTHEAST CORNER OF SAID TRACT 1 AND THE NORTHWEST CORNER OF SAID TRACT 2;

THENCE NORTH 88 DEGREES 18 MINUTES 50 SECONDS EAST, ALONG THE COMMON LINE BETWEEN THE SAID 290.877 ACRE TRACT AND SAID TRACT 2, AT A DISTANCE OF 429.27 FEET PASSING THE SOUTHWEST CORNER OF LOT 6X, BLOCK K, VILLAGE OF HURRICANE CREEK - NORTH, PHASE 1, AN ADDITION TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2023, PAGE 260-263, OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, CONTINUING ALONG THE COMMON LINE BETWEEN SAID LOT 6X, BLOCK K AND SAID TRACT 2, IN ALL A TOTAL DISTANCE OF 793.96 FEET TO A 1/2" IRON ROD FOUND FOR CORNER IN THE WEST LINE OF BLOCK E, OF SAID VILLAGE OF HURRICANE CREEK - NORTH, PHASE 1, AT A SOUTHEAST CORNER OF SAID LOT 6X, BLOCK K, AND BEING AT THE NORTHEAST CORNER OF SAID TRACT 2;

THENCE SOUTH 00 DEGREES 42 MINUTES 12 SECONDS EAST, DEPARTING THE SAID COMMON LINE BETWEEN LOT 6X, BLOCK K AND TRACT 2, ALONG A COMMON LINE BETWEEN SAID BLOCK E, VILLAGE OF HURRICANE CREEK NORTH, PHASE 1 AND SAID TRACT 2, A DISTANCE OF 232.26 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1, OF SAID BLOCK E;

THENCE SOUTH 89 DEGREES 04 MINUTES 42 SECONDS WEST, DEPARTING THE SAID COMMON LINE BETWEEN BLOCK E, VILLAGE OF HURRICANE CREEK NORTH, PHASE 1 AND SAID TRACT 2, OVER AND ACROSS SAID TRACT 2, A DISTANCE OF 198.25 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER IN THE SOUTHEAST LINE OF A TEXAS POWER & LIGHT EASEMENT, UNDER JUDGEMENT NO. 71-162-199, IN THE DISTRICT COURT RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 32 DEGREES 16 MINUTES 49 SECONDS WEST, ALONG THE SAID SOUTHEAST LINE OF THE TEXAS POWER & LIGHT EASEMENT, CONTINUING OVER AND ACROSS SAID TRACT 2, A DISTANCE OF 500.47 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET AT AN ANGLE POINT;

THENCE SOUTH 46 DEGREES 18 MINUTES 49 SECONDS WEST, CONTINUING ALONG THE SAID SOUTHEAST LINE OF THE TEXAS POWER & LIGHT EASEMENT, CONTINUING OVER AND ACROSS SAID TRACT 2, A DISTANCE OF 276.60 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "WESTWOOD PS" SET FOR CORNER IN THE SAID EASTERLY LINE OF SHADYBROOK TRAIL;

Westwood

THENCE DEPARTING THE SAID SOUTHEAST LINE OF THE TEXAS POWER & LIGHT EASEMENT, ALONG SAID EASTERLY LINE OF SHADYBROOK TRAIL, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 43 MINUTES 54 SECONDS WEST, A DISTANCE OF 274.04 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26 DEGREES 34 MINUTES 25 SECONDS, A RADIUS OF 670.00 FEET, AND AN ARC LENGTH OF 310.75 FEET (CHORD BEARS NORTH 33 DEGREES 26 MINUTES 41 SECONDS WEST, 307.97 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT BEGINNING OF A COMPOUND CURVE TO THE RIGHT;

ALONG SAID COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 39 MINUTES 17 SECONDS, A RADIUS OF 600.00 FEET, AND AN ARC LENGTH OF 122.05 FEET (CHORD BEARS NORTH 14 DEGREES 19 MINUTES 50 SECONDS WEST, 121.84 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE END OF SAID CURVE;

NORTH 08 DEGREES 30 MINUTES 11 SECONDS WEST, A DISTANCE OF 56.95 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 45 MINUTES 41 SECONDS, A RADIUS OF 2,000.00 FEET, AND AN ARC LENGTH OF 131.30 FEET (CHORD BEARS NORTH 10 DEGREES 23 MINUTES 01 SECONDS WEST, 131.27 FEET) TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "PELOTON" FOUND AT THE END OF SAID CURVE;

NORTH 12 DEGREES 15 MINUTES 52 SECONDS WEST, A DISTANCE OF 74.62 FEET TO THE **POINT-OF-BEGINNING**, CONTAINING 561,585 SQUARE FEET OR 12.892 ACRES OF LAND.

APPENDIX A - IMPROVEMENT AREA #3 ENGINEER'S REPORT

[Remainder of page left intentionally blank.]

Westwood

March 6th, 2026

Engineer's Report

Hurricane Creek Public Improvement District

Villages of Hurricane Creek

City of Anna

Introduction: Hurricane Creek Public Improvement District (The "PID") is a single-family development consisting of approximately 335 single-family residential homes and over approximately 88 Ac. As depicted on Exhibit A. The parcels are along Shady Brook Drive in the existing Hurricane Creek Development. This Engineer's Report includes the documents requested by the City of Anna, Texas (the "City") for issuance of PID bonds by the City. PID Bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Costs: An Engineer's Opinion of Probable Cost has been prepared for all on-site public and private infrastructure (Exhibit B).

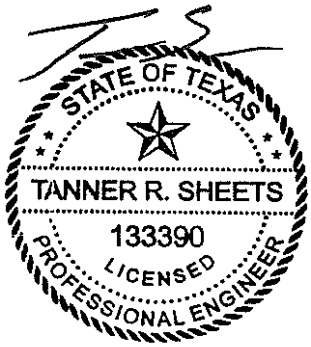
Development Improvements: Development improvements have been classified as PID Improvements and Private Improvements.

The Hurricane Creek PID Improvements are shown on Exhibits C through F.

Development Schedule: Construction is finishing on Phase 3 of the Villages of Hurricane Creek.

Sincerely,

Tanner Sheet, P.E.
Director of Land Development
Westwood Professional Services



03.06.26

IMPROVEMENT AREA #3

PREVIOUS
IMPROVEMENT AREA

PREVIOUS
IMPROVEMENT AREA

PREVIOUS
IMPROVEMENT AREA

Westwood

THE VILLAGES OF HURRICANE CREEK - IMPROVEMENT AREA #3

IMPROVEMENT AREA BOUNDARY EXHIBIT A

ANNA-TEXAS
SEPTEMBER 2025

0' 150' 300' 450'

Plot Date/Time: 9/17/2025 1:36 PM

N:_PLSG_Drive\JOB\CIEN2308_Hurricane_Creek_Phase_3\3_Design\3S_Civil\3S3_Exhibits\PID EXHIBITS\EXHIBITS

WPS No. R0047821.00

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
CIVIL ENGINEERING SITE DEVELOPMENT COSTS

For the development of

HURRICANE CREEK PHASE 3

88.8 ACRES
335 LOTS
Typical Lot Width: 40/50/60

ANNA
TEXAS

Prepared for

TRAVIS BIBER

Prepared by

Westwood

Texas Board of Professional Engineers, Certificate of Registration #F-11756
Texas Board of Professional Land Surveying, Certificate of Registration 10074301

11000 Frisco Street
Frisco, Texas 75033
PH: (972) 971-7110
Tanner R. Sheets, P.E

March 6, 2026

Westwood

11000 Frisco Street, Suite 400
Frisco, Texas 75033
972-971-7110

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
CIVIL ENGINEERING SITE DEVELOPMENT COSTS
EXHIBIT B

DATE: *3/6/2026*
PROJECT NAME: *HURRICANE CREEK PHASE 3*
LOCATION: *ANNA*
CLIENT: *TRAVIS BIBER*
NO. OF LOTS: *335*
LOT WIDTH: *40/50/60*
GROSS ACREAGE: *88.8*
PROJECT NO.: *R0047821.00*

CONSTRUCTION COSTS

Description	PID	Private	Total Cost
EARTHWORK	$294,142.25	$1,052,107.90	$1,346,250.15
EROSION CONTROL	$0.00	$110,433.00	$110,433.00
RETAINING WALLS	$0.00	$1,598,900.00	$1,598,900.00
STREET LIGHTS & SIGNAGE	$366,250.00	$0.00	$366,250.00
ON-SITE SANITARY SEWER SYSTEM	$2,638,751.36	$0.00	$2,638,751.36
ON-SITE STORM SEWER SYSTEM	$1,085,858.95	$0.00	$1,085,858.95
ON-SITE WATER DISTRIBUTION SYSTEM	$1,788,339.99	$0.00	$1,788,339.99
ON-SITE PAVING IMPROVEMENTS	$3,335,512.00	$0.00	$3,335,512.00
TOTAL CONSTRUCTION COSTS	**$9,508,854.55**	**$2,761,440.90**	**$12,270,295.45**

MISCELLANEOUS COSTS

Description	PID	Private	Total Cost
ENGINEERING & SURVEYING	$878,290.00	$0.00	$878,290.00
DISTRICT FORMATION	$520,000.00	$0.00	$520,000.00
PERFORMANCE/PAYMENT/MAINTENANCE BOND	$0.00	$138,220.68	$138,220.68
INSPECTIONS	$0.00	$368,588.49	$368,588.49
TESTING	$0.00	$88,484.62	$88,484.62
TOTAL MISCELLANEOUS COST	**$1,398,290.00**	**$595,293.80**	**$1,993,583.80**

SUMMARY

Description	PID	Private	Total Cost
CONSTRUCTION COSTS	$9,508,854.55	$2,761,440.90	$12,270,295.45
MISCELLANEOUS COSTS	$1,398,290.00	$595,293.80	$1,993,583.80
NET PROJECT COST	**$10,907,144.55**	**$3,356,734.70**	**$14,263,879.25**

***** WESTWOOD'S OPINION OF PROBABLE CONSTRUCTION COSTS PROVIDED HEREIN REPRESENT WESTWOOD'S BEST JUDGEMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL GENERALLY FAMILIAR WITH THE INDUSTRY. HOWEVER, SINCE WESTWOOD HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, SERVICES FURNISHED BY OTHERS, THE CONTRACTOR'S METHOD OF DETERMINING PRICES, COMPETITIVE BIDDING OR MARKET CONDITIONS, WESTWOOD CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS OR ACTUAL INDIVIDUAL OR TOTAL CONSTRUCTION COST WILL NOT VARY FROM THE OPINION OF PROBABLE CONSTRUCTION COSTS PROVIDED BY WESTWOOD HEREIN. *****

Westwood

11000 Frisco Street, Suite 400
Frisco, Texas 75033
972-971-7110

DATE: 3/6/2026
PROJECT NAME: HURRICANE CREEK PHASE 3
LOCATION: ANNA
CLIENT: TRAVIS BIBER

NO. OF LOTS: 335
LOT WIDTH: 40/50/60
GROSS ACREAGE: 88.8
PROJECT NO.: R0047821.00
CREATED BY: Tanner R. Sheets, P.E

HURRICANE CREEK PHASE 3 PID COSTS

EARTHWORK/EXCAVATION

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
CLEARING AND GRUBBING	AC	17.0	$5,027.95	$85,475.15
UNCLASSIFIED EXCAVATION	CY	59,790	$3.49	$208,667.10
			SUB - TOTAL EXCAVATION	$294,142.25

ON-SITE SANITARY SEWER SYSTEM

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
8" SDR-26 P.V.C. SANITARY SEWER	LF	6,170	$105.53	$651,120.10
8" SDR-35 P.V.C. SANITARY SEWER	LF	9,984	$61.46	$613,616.64
4" SEWER LATERAL W/ CLEANOUT	EA	335	$1,232.62	$412,927.70
8" SEWER PLUG	EA	2	$2,000.00	$4,000.00
4' DIAMETER MANHOLE W/ COATING	EA	39	$8,698.57	$339,244.23
5' DIAMETER MANHOLE W/ COATING	EA	8	$21,112.36	$168,898.88
5' DIAMETER DROP MANHOLE W/ COATING	EA	14	$23,690.51	$331,667.14
MANHOLE VACUUM TESTING	EA	61	$200.00	$12,200.00
CONCRETE ENCASEMENT	LF	105	$75.33	$7,909.65
CEMENT STABALIZED SAND	LF	380	$63.13	$23,989.40
TRENCH SAFETY	LF	16,154	$2.54	$41,031.16
TV, AIR & MANDREL TESTING (EXCLUDING GEOTECH)	LF	16,154	$1.99	$32,146.46
			SUB - TOTAL SANITARY SEWER SYSTEM	$2,638,751.36

ON-SITE STORM SEWER SYSTEM

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
18" CLASS III - R.C.P. STORM SEWER	LF	420	$88.78	$37,287.60
21" CLASS III - R.C.P. STORM SEWER	LF	785	$99.08	$77,777.80
24"CLASS III - R.C.P. STORM SEWER	LF	1,735	$108.26	$187,831.10
30" CLASS III - R.C.P. STORM SEWER	LF	530	$160.08	$84,842.40
36" CLASS III - R.C.P. STORM SEWER	LF	515	$191.45	$98,596.75
42" CLASS III - R.C.P. STORM SEWER	LF	510	$222.86	$113,658.60
48" CLASS III - R.C.P. STORM SEWER	LF	117	$259.33	$30,341.61
10' CURB INLET	EA	18	$7,258.70	$130,656.60
15' CURB INLET	EA	13	$9,721.04	$126,373.52
INLET/SDMH PROTECTOR	EA	38	$500.00	$19,000.00
4' JUNCTION BOX	EA	4	$7,000.00	$28,000.00
5' JUNCTION BOX	EA	2	$7,689.31	$15,378.62
CONNECT TO EXISTING 18" RCP	EA	1	$1,250.00	$1,250.00
REMOVE EXISTING 18" HEADWALL	EA	1	$1,250.00	$1,250.00
REMOVE EXISTING 18" RCP	LF	20	$30.00	$600.00
CONNECT TO EXISTING 24" RCP	EA	1	$1,500.00	$1,500.00
REMOVE EXISTING 24" HEADWALL	EA	1	$1,500.00	$1,500.00
REMOVE EXISTING 24" RCP	LF	38	$45.00	$1,710.00
18" HEADWALL	EA	1	$2,385.93	$2,385.93
21" HEADWALL	EA	1	$2,500.00	$2,500.00
24" HEADWALL	EA	2	$2,680.77	$5,361.54
30" HEADWALL	EA	1	$3,840.30	$3,840.30
36" HEADWALL	EA	2	$5,236.83	$10,473.66
42" HEADWALL	EA	1	$9,059.17	$9,059.17
48" HEADWALL	EA	1	$11,681.63	$11,681.63
18" ROCK RIP-RAP	SY	467	$150.28	$70,180.76
TRENCH SAFETY	LF	4,612	$0.79	$3,643.48
TV TESTING	LF	4,612	$1.99	$9,177.88
			SUB - TOTAL STORM SEWER SYSTEM	$1,085,858.95

Westwood

11000 Frisco Street, Suite 400
Frisco, Texas 75033
972-971-7110

DATE: 3/6/2026
PROJECT NAME: HURRICANE CREEK PHASE 3
LOCATION: ANNA
CLIENT: TRAVIS BIBER

NO. OF LOTS: 335
LOT WIDTH: 40/50/60
GROSS ACREAGE: 88.8
PROJECT NO.: R0047821.00
CREATED BY: Tanner R. Sheets, P.E

HURRICANE CREEK PHASE 3 PID COSTS

ON-SITE WATER DISTRIBUTION SYSTEM

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
8" P.V.C. - C900 WATERLINE	LF	14,403	$48.41	$697,249.23
8" GATE VALVE & BOX	EA	80	$2,863.52	$229,081.60
8" PLUG	EA	1	$2,000.00	$2,000.00
FIRE HYDRANT WITH ASSEMBLY W/ 6" GATE VALVE	EA	30	$7,793.89	$233,816.70
1" SERVICE LINE	EA	335	$1,231.26	$412,472.10
2" AUTOMATIC FLUSH VALVE	EA	4	$9,868.18	$39,472.72
CONNECT TO EXISTING WATERLINE	EA	8	$3,273.10	$26,184.80
CAST IRON FITTINGS	TON	7.2	$15,000.00	$108,022.50
TRENCH SAFETY	LF	14,403	$0.79	$11,378.37
TESTING	LF	14,403	$1.99	$28,661.97
			SUB - TOTAL WATER DISTRIBUTION SYSTEM	$1,788,339.99

ON-SITE PAVING IMPROVEMENTS

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
6" REINF. CONCRETE STREET PAVEMENT (31' B-B)	SY	49,840	$46.25	$2,305,100.00
8" REINF. CONCRETE STREET PAVEMENT (2-23' B-B)	SY	1,800	$60.00	$108,000.00
6" LIME STABILIZED SUBGRADE	SY	56,900	$3.50	$199,150.00
HYDRATED LIME (42#/SY)	TONS	1,200	$310.00	$372,000.00
CONNNECT TO EXISTING PAVEMENT	LF	865	$20.00	$17,300.00
REMOVE AND REPLACE PAVEMENT	SY	349	$100.00	$34,900.00
CONCRETE FLUME	EA	1	$650.00	$650.00
5' CONCRETE SIDEWALK (BY DEVELOPER)	SF	17,856	$6.50	$116,064.00
CROSSWALK STRIPING	LF	587	$4.00	$2,348.00
BARRIER FREE RAMPS	EA	80	$2,250.00	$180,000.00
			SUB - TOTAL PAVING IMPROVEMENTS	$3,335,512.00

STREET LIGHTS & SIGNS

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
STREET LIGHTS - 1 FIXTURE	EA	46	$4,500.00	$207,000.00
2" SCHEDULE 40 CONDUIT - OPEN CUT	LF	3,450	$25.00	$86,250.00
STOP SIGN (LIGHT POST MOUNTED)	EA	27	$500.00	$13,500.00
STOP SIGN (POLE MOUNTED)	EA	2	$500.00	$1,000.00
STREET NAME BLADES (LIGHT POST MOUNTED)	EA	62	$500.00	$31,000.00
STREET NAME BLADES (POLE MOUNTED)	EA	8	$500.00	$4,000.00
DEAD END SIGN (POLE MOUNTED)	EA	5	$500.00	$2,500.00
NO OUTLET SIGN (POLE MOUNTED)	EA	5	$500.00	$2,500.00
SPEED LIMIT SIGN (POLE MOUNTED)	EA	10	$500.00	$5,000.00
PEDESTRIAN SIGN (POLE MOUNTED	EA	4	$500.00	$2,000.00
SIGN POST	EA	23	$500.00	$11,500.00
			SUB - TOTAL STREET LIGHTS & SIGNS IMPROVEMENTS	$366,250.00

SOFT COSTS

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
ENGINEERING & SURVEYING (8% OF TOTAL CONSTRUCTION COST)	LS	1	$878,290.00	$878,290.00
DISTRICT FORMATION	LS	1	$520,000.00	$520,000.00
			SUB - TOTAL MISCELLANEOUS ITEMS	$1,398,290.00

Westwood

11000 Frisco Street, Suite 400
Frisco, Texas 75033
972-971-7110

DATE: 3/6/2026
PROJECT NAME: HURRICANE CREEK PHASE 3
LOCATION: ANNA
CLIENT: TRAVIS BIBER

NO. OF LOTS: 335
LOT WIDTH: 40/50/60
GROSS ACREAGE: 88.8
PROJECT NO.: R0047821.00
CREATED BY: Tanner R. Sheets, P.E

HURRICANE CREEK PHASE 3 PRIVATE COSTS

EARTHWORK/EXCAVATION

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
CLEARING AND GRUBBING	AC	52.0	$5,027.95	$261,453.40
UNCLASSIFIED EXCAVATION	CY	179,370	$3.49	$626,001.30
ROUGH LOT GRADING	LOT	335	$160.00	$53,600.00
FINAL LOT GRADING	LOT	335	$155.00	$51,925.00
6 ML POLY CAP	LOT	107	$552.60	$59,128.20
			SUB - TOTAL EXCAVATION	$1,052,107.90

EROSION CONTROL

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
STABILIZED CONSTRUCTION ENTRANCE	EA	5	$2,500.00	$12,500.00
CONCRETE WASHOUT PIT	EA	5	$2,500.00	$12,500.00
SILT FENCE	LF	11,650	$2.50	$29,125.00
CURLEX BLANKET	LF	26,635	$0.80	$21,308.00
ROCK CHECK DAM	EA	10	$3,500.00	$35,000.00
			SUB - TOTAL EROSION CONTROL	$110,433.00

RETAINING WALLS

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
1'-4' RETAINING WALL	SF	53,120	$25.00	$1,328,000.00
5'+ RETAINING WALL	SF	6,020	$45.00	$270,900.00
			SUB - TOTAL RETAINING WALLS	$1,598,900.00

SOFT COSTS

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
TESTING	PERCENT	1.0%	$8,848,462.30	$88,484.62
PERFORMANCE/PAYMENT/MAINTENANCE BOND	PERCENT	1.5%	$9,214,712.30	$138,220.68
INSPECTIONS	PERCENT	4.0%	$9,214,712.30	$368,588.49
			SUB - TOTAL MISCELLANEOUS ITEMS	$595,293.80

SHADYBROOK TRAIL

HURRICANE CREEK SOUTH
PHASE 2

HURRICANE CREEK SOUTH
PHASE 1B

HURRICANE CREEK SOUTH
PHASE 1

LEGEND

- PAVING

Westwood

THE VILLAGES OF HURRICANE CREEK - IMPROVEMENT AREA #3

PAVING EXHIBIT C

ANNA-TEXAS
JULY 2025

0' 150' 300' 450'

Plot Date/Time: 8/28/2025 1:39 PM

N:_PJ\SG_Drive\JOB\CEN23008_Hurricane_Creek_Phase_3\3_Design\SG_Civil\3SG_Exhibits\PID EXHIBITS\EXHIBITS



Westwood

THE VILLAGES OF HURRICANE CREEK - IMPROVEMENT AREA #3

SANITARY SEWER EXHIBIT D

ANNA-TEXAS

JULY 2025

0' 150' 300' 450'

Plot Date/Time: 9/26/2025 1:38 PM

N:\PLSG_Drive\JOB\CEN\23008_Hurricane_Creek_Phase_2\3_Design\5_Civil\53_Exhibits\PID EXHIBITS\EXHIBITS



Westwood

THE VILLAGES OF HURRICANE CREEK - IMPROVEMENT AREA #3

STORM EXHIBIT E

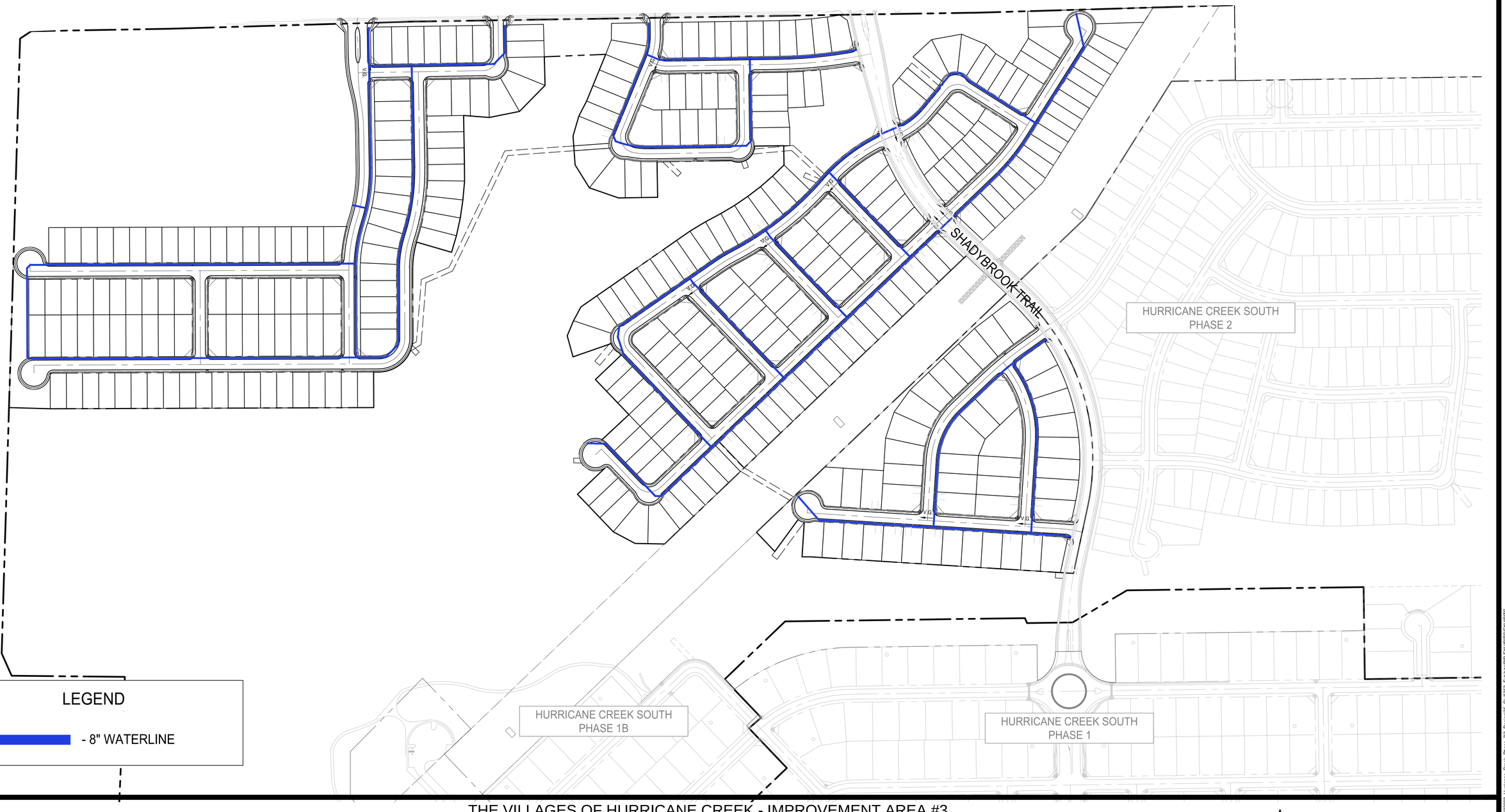
ANNA-TEXAS

JULY 2025

0' 150' 300' 450'

Plot Date/Time: 9/26/2025 1:39 PM

N:\PLSG_Drive\JOB\CEN23008_Hurricane_Creek_Phase_2\3_Design\5_Civil\S3_Exhibits\PID EXHIBITS\EXHIBITS



Westwood

THE VILLAGES OF HURRICANE CREEK - IMPROVEMENT AREA #3

WATER MAIN EXHIBIT F

ANNA-TEXAS

JULY 2025

Plot Date/Time: 8/29/2025 1:38 PM

N:_PLSIG_Drive\JOB\CEN23\08_Hurricane_Creek_Phase_3\3_Design\35_Civil\353_Exhibits\PID EXHIBITS\EXHIBITS

APPENDIX B – BUYER DISCLOSURES

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

- Improvement Area #1
  - Lot Type 1
  - Lot Type 2
  - Lot Type 2821998
  - Lot Type 2822012

- Major Improvement Area
  - Major Improvement Area (Less Improvement Area #2)

- Improvement Area #2
  - Improvement Area #2 Initial parcel
  - Lot Type 3
  - Lot Type 4
  - Lot Type 5
  - Lot Type 6
  - Lot Type 7

- Improvement Area #3
  - Improvement Area #3 Initial Parcel
  - Lot Type 8
  - Lot Type 9
  - Lot Type 10

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #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[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: $28,805.06

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

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

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

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

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][3]

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

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

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Annual Installment Due January 31,	Principal	Interest[a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b],[c]
2027	$ 627.61	$ 1,857.23	$ 122.41	$ 144.03	$ 2,751.28
2028	$ 670.89	$ 1,821.15	$ 163.74	$ 140.89	$ 2,796.66
2029	$ 714.17	$ 1,782.57	$ 167.01	$ 137.53	$ 2,801.29
2030	$ 735.82	$ 1,741.50	$ 170.35	$ 133.96	$ 2,781.64
2031	$ 800.74	$ 1,693.68	$ 173.76	$ 130.28	$ 2,798.46
2032	$ 844.02	$ 1,641.63	$ 177.24	$ 126.28	$ 2,789.17
2033	$ 908.95	$ 1,586.77	$ 180.78	$ 122.06	$ 2,798.56
2034	$ 952.23	$ 1,527.69	$ 184.40	$ 117.51	$ 2,781.83
2035	$ 1,017.16	$ 1,465.79	$ 188.08	$ 112.75	$ 2,783.79
2036	$ 1,082.08	$ 1,399.67	$ 191.85	$ 107.67	$ 2,781.27
2037	$ 1,168.65	$ 1,329.34	$ 195.68	$ 102.26	$ 2,795.93
2038	$ 1,233.57	$ 1,253.38	$ 199.60	$ 96.41	$ 2,782.96
2039	$ 1,320.14	$ 1,173.19	$ 203.59	$ 90.25	$ 2,787.17
2040	$ 1,406.71	$ 1,087.39	$ 207.66	$ 83.65	$ 2,785.40
2041	$ 1,514.92	$ 995.95	$ 211.81	$ 76.61	$ 2,799.29
2042	$ 1,601.48	$ 897.48	$ 216.05	$ 69.04	$ 2,784.05
2043	$ 1,709.69	$ 793.38	$ 220.37	$ 61.03	$ 2,784.48
2044	$ 1,839.54	$ 682.25	$ 224.78	$ 52.48	$ 2,799.05
2045	$ 1,947.75	$ 562.68	$ 229.27	$ 43.28	$ 2,782.99
2046	$ 2,099.24	$ 436.08	$ 233.86	$ 33.54	$ 2,802.73
2047	$ 2,229.09	$ 299.63	$ 238.54	$ 23.05	$ 2,790.31
2048	$ 2,380.58	$ 154.74	$ 243.31	$ 11.90	$ 2,790.53
Total	**$ 28,805.06**	**$ 26,183.17**	**$ 4,344.15**	**$ 2,016.46**	**$ 61,348.84**

Footnotes:

[a] Interest is calculated at a 6.46% rate.

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

[c] The projected Annual Installment does not include the TIRZ No. 2 Annual Credit Amount for Lot Type 1. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each Lot.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #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[4] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: $32,933.47

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

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

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

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

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin 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][5]

[5] 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][6]

[6] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2

Annual Installment Due January 31,	Principal	Interest[a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b],[c]
2027	$ 717.56	$ 2,123.42	$ 139.96	$ 164.67	$ 3,145.60
2028	$ 767.05	$ 2,082.16	$ 187.21	$ 161.08	$ 3,197.49
2029	$ 816.53	$ 2,038.05	$ 190.95	$ 157.24	$ 3,202.78
2030	$ 841.28	$ 1,991.10	$ 194.77	$ 153.16	$ 3,180.31
2031	$ 915.51	$ 1,936.42	$ 198.67	$ 148.96	$ 3,199.55
2032	$ 964.99	$ 1,876.91	$ 202.64	$ 144.38	$ 3,188.92
2033	$ 1,039.22	$ 1,814.19	$ 206.69	$ 139.55	$ 3,199.65
2034	$ 1,088.71	$ 1,746.64	$ 210.83	$ 134.36	$ 3,180.53
2035	$ 1,162.94	$ 1,675.87	$ 215.04	$ 128.91	$ 3,182.77
2036	$ 1,237.17	$ 1,600.28	$ 219.34	$ 123.10	$ 3,179.89
2037	$ 1,336.14	$ 1,519.86	$ 223.73	$ 116.91	$ 3,196.65
2038	$ 1,410.37	$ 1,433.01	$ 228.20	$ 110.23	$ 3,181.82
2039	$ 1,509.35	$ 1,341.34	$ 232.77	$ 103.18	$ 3,186.64
2040	$ 1,608.32	$ 1,243.23	$ 237.42	$ 95.63	$ 3,184.61
2041	$ 1,732.04	$ 1,138.69	$ 242.17	$ 87.59	$ 3,200.49
2042	$ 1,831.01	$ 1,026.11	$ 247.02	$ 78.93	$ 3,183.07
2043	$ 1,954.73	$ 907.09	$ 251.96	$ 69.78	$ 3,183.55
2044	$ 2,103.19	$ 780.04	$ 256.99	$ 60.00	$ 3,200.22
2045	$ 2,226.91	$ 643.33	$ 262.13	$ 49.49	$ 3,181.86
2046	$ 2,400.11	$ 498.58	$ 267.38	$ 38.35	$ 3,204.42
2047	$ 2,548.57	$ 342.57	$ 272.72	$ 26.35	$ 3,190.22
2048	$ 2,721.77	$ 176.92	$ 278.18	$ 13.61	$ 3,190.48
Total	**$ 32,933.47**	**$ 29,935.80**	**$ 4,966.77**	**$ 2,305.47**	**$ 70,141.51**

Footnotes:

[a] Interest is calculated at a 6.46% rate.

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

[c] The projected Annual Installment does not include the TIRZ No. 2 Annual Credit Amount for Lot Type 2. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each Lot.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
LOT TYPE 2821998 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[7] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2821998 PRINCIPAL ASSESSMENT: $25,398.64

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

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

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

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

[7] 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 Collin 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][8]

[8] 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][9]

[9] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2821998

Annual Installment Due January 31,	Principal	Interest[a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b],[c]
2027	$ 553.39	$ 1,637.60	$ 107.94	$ 126.99	$ 2,425.92
2028	$ 591.55	$ 1,605.78	$ 144.38	$ 124.23	$ 2,465.94
2029	$ 629.72	$ 1,571.77	$ 147.26	$ 121.27	$ 2,470.02
2030	$ 648.80	$ 1,535.56	$ 150.21	$ 118.12	$ 2,452.69
2031	$ 706.05	$ 1,493.39	$ 153.21	$ 114.88	$ 2,467.52
2032	$ 744.21	$ 1,447.49	$ 156.28	$ 111.35	$ 2,459.33
2033	$ 801.46	$ 1,399.12	$ 159.40	$ 107.62	$ 2,467.61
2034	$ 839.62	$ 1,347.02	$ 162.59	$ 103.62	$ 2,452.86
2035	$ 896.87	$ 1,292.45	$ 165.84	$ 99.42	$ 2,454.58
2036	$ 954.12	$ 1,234.15	$ 169.16	$ 94.93	$ 2,452.37
2037	$ 1,030.45	$ 1,172.13	$ 172.54	$ 90.16	$ 2,465.29
2038	$ 1,087.70	$ 1,105.16	$ 175.99	$ 85.01	$ 2,453.86
2039	$ 1,164.02	$ 1,034.46	$ 179.51	$ 79.57	$ 2,457.57
2040	$ 1,240.35	$ 958.79	$ 183.10	$ 73.75	$ 2,456.00
2041	$ 1,335.77	$ 878.17	$ 186.77	$ 67.55	$ 2,468.25
2042	$ 1,412.10	$ 791.35	$ 190.50	$ 60.87	$ 2,454.82
2043	$ 1,507.51	$ 699.56	$ 194.31	$ 53.81	$ 2,455.19
2044	$ 1,622.00	$ 601.57	$ 198.20	$ 46.27	$ 2,468.05
2045	$ 1,717.41	$ 496.14	$ 202.16	$ 38.16	$ 2,453.88
2046	$ 1,850.99	$ 384.51	$ 206.20	$ 29.58	$ 2,471.28
2047	$ 1,965.48	$ 264.20	$ 210.33	$ 20.32	$ 2,460.33
2048	$ 2,099.06	$ 136.44	$ 214.53	$ 10.50	$ 2,460.53
Total	**$ 25,398.64**	**$ 23,086.81**	**$ 3,830.42**	**$ 1,778.00**	**$ 54,093.87**

Footnotes:

[a] Interest is calculated at a 6.46% rate.

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

[c] The projected Annual Installment does not include the TIRZ No. 2 Annual Credit Amount for Lot Type 1. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each Lot.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
LOT TYPE 2822012 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[10] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2822012 PRINCIPAL ASSESSMENT: $19,188.00

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

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

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

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

[10] 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 Collin 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][11]

[11] 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][12]

[12] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2822012

Annual Installment Due January 31,	Principal	Interest[a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b],[c]
2027	$ 418.07	$ 1,237.16	$ 81.54	$ 95.94	$ 1,832.72
2028	$ 446.90	$ 1,213.13	$ 109.07	$ 93.85	$ 1,862.95
2029	$ 475.74	$ 1,187.43	$ 111.25	$ 91.62	$ 1,866.03
2030	$ 490.15	$ 1,160.07	$ 113.48	$ 89.24	$ 1,852.94
2031	$ 533.40	$ 1,128.21	$ 115.75	$ 86.79	$ 1,864.15
2032	$ 562.23	$ 1,093.54	$ 118.06	$ 84.12	$ 1,857.96
2033	$ 605.48	$ 1,057.00	$ 120.42	$ 81.31	$ 1,864.21
2034	$ 634.31	$ 1,017.64	$ 122.83	$ 78.28	$ 1,853.07
2035	$ 677.56	$ 976.41	$ 125.29	$ 75.11	$ 1,854.37
2036	$ 720.81	$ 932.37	$ 127.80	$ 71.72	$ 1,852.70
2037	$ 778.48	$ 885.52	$ 130.35	$ 68.12	$ 1,862.46
2038	$ 821.73	$ 834.92	$ 132.96	$ 64.22	$ 1,853.82
2039	$ 879.39	$ 781.50	$ 135.62	$ 60.12	$ 1,856.63
2040	$ 937.05	$ 724.34	$ 138.33	$ 55.72	$ 1,855.45
2041	$ 1,009.14	$ 663.43	$ 141.10	$ 51.03	$ 1,864.70
2042	$ 1,066.80	$ 597.84	$ 143.92	$ 45.99	$ 1,854.55
2043	$ 1,138.88	$ 528.50	$ 146.80	$ 40.65	$ 1,854.83
2044	$ 1,225.38	$ 454.47	$ 149.73	$ 34.96	$ 1,864.54
2045	$ 1,297.46	$ 374.82	$ 152.73	$ 28.83	$ 1,853.84
2046	$ 1,398.37	$ 290.49	$ 155.78	$ 22.35	$ 1,866.99
2047	$ 1,484.87	$ 199.59	$ 158.90	$ 15.35	$ 1,858.72
2048	$ 1,585.79	$ 103.08	$ 162.08	$ 7.93	$ 1,858.87
Total	**$ 19,188.00**	**$ 17,441.48**	**$ 2,893.78**	**$ 1,343.23**	**$ 40,866.49**

Footnotes:

[a] Interest is calculated at a 6.46% rate.

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

[c] The projected Annual Installment does not include the TIRZ No. 2 Annual Credit Amount for Lot Type 1. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each Lot.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2
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[13] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 3 PRINCIPAL ASSESSMENT: $28,202.30

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

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

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

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

[13] 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 Collin 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][14]

[14] 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][15]

[15] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 3

	Improvement Area #2 Bond			Major Improvement Area Bond				
Annual Installments Due 1/31	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest	Total Annual Collection Costs	Total Annual Installment[c]
2027	$ 419.48	$ 1,416.43	$ 120.75	$ 87.95	$ 271.40	$ 20.26	$ 125.13	$ 2,461.41
2028	$ 438.66	$ 1,395.46	$ 118.65	$ 94.24	$ 266.12	$ 19.82	$ 153.94	$ 2,486.89
2029	$ 462.63	$ 1,373.52	$ 116.46	$ 100.52	$ 260.47	$ 19.35	$ 157.01	$ 2,489.97
2030	$ 488.99	$ 1,346.92	$ 114.15	$ 106.80	$ 254.44	$ 18.85	$ 160.15	$ 2,490.31
2031	$ 517.76	$ 1,318.81	$ 111.70	$ 113.08	$ 247.23	$ 18.31	$ 163.36	$ 2,490.25
2032	$ 546.52	$ 1,289.03	$ 109.11	$ 119.37	$ 239.60	$ 17.75	$ 166.62	$ 2,488.01
2033	$ 577.68	$ 1,257.61	$ 106.38	$ 125.65	$ 231.54	$ 17.15	$ 169.96	$ 2,485.97
2034	$ 613.64	$ 1,224.39	$ 103.49	$ 131.93	$ 223.06	$ 16.52	$ 173.36	$ 2,486.39
2035	$ 647.20	$ 1,189.11	$ 100.42	$ 144.50	$ 214.15	$ 15.86	$ 176.82	$ 2,488.07
2036	$ 685.55	$ 1,151.89	$ 97.19	$ 150.78	$ 204.40	$ 15.14	$ 180.36	$ 2,485.31
2037	$ 726.30	$ 1,112.48	$ 93.76	$ 163.34	$ 194.22	$ 14.39	$ 183.97	$ 2,488.46
2038	$ 769.45	$ 1,070.71	$ 90.13	$ 175.91	$ 183.20	$ 13.57	$ 187.65	$ 2,490.61
2039	$ 814.99	$ 1,026.47	$ 86.28	$ 188.47	$ 171.32	$ 12.69	$ 191.40	$ 2,491.63
2040	$ 862.93	$ 979.61	$ 82.21	$ 194.76	$ 158.60	$ 11.75	$ 195.23	$ 2,485.08
2041	$ 915.67	$ 929.99	$ 77.89	$ 213.60	$ 145.45	$ 10.77	$ 199.13	$ 2,492.51
2042	$ 968.40	$ 877.34	$ 73.31	$ 226.17	$ 131.04	$ 9.71	$ 203.11	$ 2,489.08
2043	$ 1,025.93	$ 821.66	$ 68.47	$ 238.73	$ 115.77	$ 8.58	$ 207.18	$ 2,486.31
2044	$ 1,090.65	$ 760.10	$ 63.34	$ 257.58	$ 99.66	$ 7.38	$ 211.32	$ 2,490.03
2045	$ 1,157.77	$ 694.66	$ 57.89	$ 276.43	$ 82.27	$ 6.09	$ 215.55	$ 2,490.65
2046	$ 1,232.08	$ 625.19	$ 52.10	$ 295.28	$ 63.61	$ 4.71	$ 219.86	$ 2,492.82
2047	$ 1,308.78	$ 551.27	$ 45.94	$ 314.12	$ 43.68	$ 3.24	$ 224.26	$ 2,491.28
2048	$ 1,390.28	$ 472.74	$ 39.40	$ 332.97	$ 22.48	$ 1.66	$ 228.74	$ 2,488.27
2049	$ 1,476.57	$ 389.33	$ 32.44	$ -	$ -	$ -	$ 186.24	$ 2,084.58
2050	$ 1,570.06	$ 300.73	$ 25.06	$ -	$ -	$ -	$ 189.96	$ 2,085.81
2051	$ 1,668.34	$ 206.53	$ 17.21	$ -	$ -	$ -	$ 193.76	$ 2,085.84
2052	$ 1,773.80	$ 106.43	$ 8.87	$ -	$ -	$ -	$ 197.64	$ 2,086.74
Total	**$ 24,150.11**	**$ 23,888.41**	**$ 2,012.61**	**$ 4,052.19**	**$ 3,823.71**	**$ 283.56**	**$ 4,861.69**	**$ 63,072.27**

Footnotes:

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2
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[16] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 4 PRINCIPAL ASSESSMENT: $32,413.56

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

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

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

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

[16] 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 Collin 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][17]

[17] 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][18]

[18] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 4

	Improvement Area #2 Bond			Major Improvement Area Bond				
Annual Installments Due 1/31	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest	Total Annual Collection Costs	Total Annual Installment[c]
2027	$ 483.24	$ 1,631.74	$ 139.11	$ 99.68	$ 307.59	$ 22.96	$ 143.78	$ 2,828.10
2028	$ 505.34	$ 1,607.58	$ 136.69	$ 106.80	$ 301.61	$ 22.46	$ 176.75	$ 2,857.23
2029	$ 532.95	$ 1,582.31	$ 134.16	$ 113.92	$ 295.20	$ 21.93	$ 180.29	$ 2,860.76
2030	$ 563.33	$ 1,551.66	$ 131.50	$ 121.04	$ 288.36	$ 21.36	$ 183.90	$ 2,861.15
2031	$ 596.46	$ 1,519.27	$ 128.68	$ 128.16	$ 280.19	$ 20.76	$ 187.57	$ 2,861.10
2032	$ 629.60	$ 1,484.98	$ 125.70	$ 135.28	$ 271.54	$ 20.11	$ 191.33	$ 2,858.54
2033	$ 665.50	$ 1,448.77	$ 122.55	$ 142.40	$ 262.41	$ 19.44	$ 195.15	$ 2,856.23
2034	$ 706.92	$ 1,410.51	$ 119.22	$ 149.52	$ 252.80	$ 18.73	$ 199.05	$ 2,856.75
2035	$ 745.58	$ 1,369.86	$ 115.69	$ 163.76	$ 242.71	$ 17.98	$ 203.04	$ 2,858.61
2036	$ 789.76	$ 1,326.99	$ 111.96	$ 170.88	$ 231.65	$ 17.16	$ 207.10	$ 2,855.50
2037	$ 836.70	$ 1,281.58	$ 108.01	$ 185.12	$ 220.12	$ 16.31	$ 211.24	$ 2,859.08
2038	$ 886.41	$ 1,233.47	$ 103.83	$ 199.36	$ 207.62	$ 15.38	$ 215.46	$ 2,861.53
2039	$ 938.88	$ 1,182.50	$ 99.40	$ 213.60	$ 194.17	$ 14.38	$ 219.77	$ 2,862.70
2040	$ 994.10	$ 1,128.51	$ 94.70	$ 220.72	$ 179.75	$ 13.31	$ 224.17	$ 2,855.27
2041	$ 1,054.85	$ 1,071.35	$ 89.73	$ 242.08	$ 164.85	$ 12.21	$ 228.65	$ 2,863.73
2042	$ 1,115.60	$ 1,010.70	$ 84.46	$ 256.32	$ 148.51	$ 11.00	$ 233.22	$ 2,859.82
2043	$ 1,181.88	$ 946.55	$ 78.88	$ 270.56	$ 131.21	$ 9.72	$ 237.89	$ 2,856.69
2044	$ 1,256.44	$ 875.64	$ 72.97	$ 291.92	$ 112.94	$ 8.37	$ 242.65	$ 2,860.93
2045	$ 1,333.76	$ 800.25	$ 66.69	$ 313.29	$ 93.24	$ 6.91	$ 247.50	$ 2,861.63
2046	$ 1,419.36	$ 720.23	$ 60.02	$ 334.65	$ 72.09	$ 5.34	$ 252.45	$ 2,864.13
2047	$ 1,507.72	$ 635.07	$ 52.92	$ 356.01	$ 49.50	$ 3.67	$ 257.50	$ 2,862.39
2048	$ 1,601.61	$ 544.60	$ 45.38	$ 377.37	$ 25.47	$ 1.89	$ 262.65	$ 2,858.97
2049	$ 1,701.02	$ 448.51	$ 37.38	$ -	$ -	$ -	$ 214.55	$ 2,401.45
2050	$ 1,808.72	$ 346.45	$ 28.87	$ -	$ -	$ -	$ 218.84	$ 2,402.87
2051	$ 1,921.93	$ 237.92	$ 19.83	$ -	$ -	$ -	$ 223.21	$ 2,402.90
2052	$ 2,043.43	$ 122.61	$ 10.22	$ -	$ -	$ -	$ 227.68	$ 2,403.94
Total	**$ 27,821.09**	**$ 27,519.60**	**$ 2,318.54**	**$ 4,592.48**	**$ 4,333.54**	**$ 321.37**	**$ 5,585.38**	**$ 72,491.99**

Footnotes:

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #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[19] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 5 PRINCIPAL ASSESSMENT: $41,946.96

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

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

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

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

[19] 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 Collin 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][20]

[20] 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][21]

[21] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 5

	Improvement Area #2 Bond			Major Improvement Area Bond				
Annual Installments Due 1/31	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest	Total Annual Collection Costs	Total Annual Installment[c]
2027	$ 625.38	$ 2,111.66	$ 180.02	$ 129.00	$ 398.06	$ 29.72	$ 186.07	$ 3,659.89
2028	$ 653.96	$ 2,080.39	$ 176.89	$ 138.21	$ 390.32	$ 29.07	$ 228.74	$ 3,697.59
2029	$ 689.70	$ 2,047.69	$ 173.62	$ 147.43	$ 382.02	$ 28.38	$ 233.32	$ 3,702.16
2030	$ 729.01	$ 2,008.04	$ 170.17	$ 156.64	$ 373.18	$ 27.64	$ 237.98	$ 3,702.66
2031	$ 771.89	$ 1,966.12	$ 166.53	$ 165.86	$ 362.60	$ 26.86	$ 242.74	$ 3,702.60
2032	$ 814.77	$ 1,921.73	$ 162.67	$ 175.07	$ 351.41	$ 26.03	$ 247.60	$ 3,699.29
2033	$ 861.23	$ 1,874.88	$ 158.60	$ 184.29	$ 339.59	$ 25.15	$ 252.55	$ 3,696.29
2034	$ 914.83	$ 1,825.36	$ 154.29	$ 193.50	$ 327.15	$ 24.23	$ 257.60	$ 3,696.97
2035	$ 964.86	$ 1,772.76	$ 149.71	$ 211.93	$ 314.09	$ 23.27	$ 262.75	$ 3,699.38
2036	$ 1,022.04	$ 1,717.28	$ 144.89	$ 221.14	$ 299.79	$ 22.21	$ 268.01	$ 3,695.36
2037	$ 1,082.79	$ 1,658.51	$ 139.78	$ 239.57	$ 284.86	$ 21.10	$ 273.37	$ 3,699.99
2038	$ 1,147.12	$ 1,596.25	$ 134.37	$ 258.00	$ 268.69	$ 19.90	$ 278.83	$ 3,703.16
2039	$ 1,215.02	$ 1,530.29	$ 128.63	$ 276.43	$ 251.27	$ 18.61	$ 284.41	$ 3,704.67
2040	$ 1,286.49	$ 1,460.43	$ 122.56	$ 285.64	$ 232.61	$ 17.23	$ 290.10	$ 3,695.06
2041	$ 1,365.11	$ 1,386.46	$ 116.12	$ 313.29	$ 213.33	$ 15.80	$ 295.90	$ 3,706.01
2042	$ 1,443.72	$ 1,307.96	$ 109.30	$ 331.71	$ 192.19	$ 14.24	$ 301.82	$ 3,700.94
2043	$ 1,529.49	$ 1,224.95	$ 102.08	$ 350.14	$ 169.80	$ 12.58	$ 307.86	$ 3,696.89
2044	$ 1,625.98	$ 1,133.18	$ 94.43	$ 377.79	$ 146.16	$ 10.83	$ 314.01	$ 3,702.37
2045	$ 1,726.04	$ 1,035.62	$ 86.30	$ 405.43	$ 120.66	$ 8.94	$ 320.29	$ 3,703.28
2046	$ 1,836.82	$ 932.06	$ 77.67	$ 433.07	$ 93.29	$ 6.91	$ 326.70	$ 3,706.52
2047	$ 1,951.17	$ 821.85	$ 68.49	$ 460.71	$ 64.06	$ 4.75	$ 333.23	$ 3,704.26
2048	$ 2,072.67	$ 704.78	$ 58.73	$ 488.36	$ 32.96	$ 2.44	$ 339.90	$ 3,699.84
2049	$ 2,201.32	$ 580.42	$ 48.37	$ -	$ -	$ -	$ 277.65	$ 3,107.76
2050	$ 2,340.69	$ 448.34	$ 37.36	$ -	$ -	$ -	$ 283.20	$ 3,109.60
2051	$ 2,487.21	$ 307.90	$ 25.66	$ -	$ -	$ -	$ 288.87	$ 3,109.63
2052	$ 2,644.44	$ 158.67	$ 13.22	$ -	$ -	$ -	$ 294.64	$ 3,110.98
Total	**$ 36,003.76**	**$ 35,613.60**	**$ 3,000.46**	**$ 5,943.21**	**$ 5,608.11**	**$ 415.89**	**$ 7,228.14**	**$ 93,813.16**

Footnotes:

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #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[22] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 6 PRINCIPAL ASSESSMENT: $45,760.32

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

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

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

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

[22] 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 Collin 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][23]

[23] 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][24]

[24] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 6

	Improvement Area #2 Bond			Major Improvement Area Bond				
Annual Installments Due 1/31	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest	Total Annual Collection Costs	Total Annual Installment[c]
2027	$ 682.23	$ 2,303.63	$ 196.38	$ 140.73	$ 434.24	$ 32.42	$ 202.98	$ 3,992.61
2028	$ 713.42	$ 2,269.52	$ 192.97	$ 150.78	$ 425.80	$ 31.71	$ 249.54	$ 4,033.74
2029	$ 752.40	$ 2,233.85	$ 189.41	$ 160.83	$ 416.75	$ 30.96	$ 254.53	$ 4,038.72
2030	$ 795.28	$ 2,190.58	$ 185.64	$ 170.88	$ 407.10	$ 30.16	$ 259.62	$ 4,039.27
2031	$ 842.06	$ 2,144.86	$ 181.67	$ 180.93	$ 395.57	$ 29.30	$ 264.81	$ 4,039.20
2032	$ 888.85	$ 2,096.44	$ 177.46	$ 190.99	$ 383.36	$ 28.40	$ 270.11	$ 4,035.58
2033	$ 939.53	$ 2,045.33	$ 173.01	$ 201.04	$ 370.46	$ 27.44	$ 275.51	$ 4,032.32
2034	$ 998.00	$ 1,991.31	$ 168.32	$ 211.09	$ 356.89	$ 26.44	$ 281.02	$ 4,033.06
2035	$ 1,052.58	$ 1,933.92	$ 163.33	$ 231.19	$ 342.65	$ 25.38	$ 286.64	$ 4,035.69
2036	$ 1,114.96	$ 1,873.40	$ 158.06	$ 241.25	$ 327.04	$ 24.23	$ 292.37	$ 4,031.30
2037	$ 1,181.23	$ 1,809.29	$ 152.49	$ 261.35	$ 310.76	$ 23.02	$ 298.22	$ 4,036.35
2038	$ 1,251.40	$ 1,741.37	$ 146.58	$ 281.45	$ 293.11	$ 21.71	$ 304.18	$ 4,039.81
2039	$ 1,325.47	$ 1,669.41	$ 140.32	$ 301.56	$ 274.12	$ 20.30	$ 310.27	$ 4,041.45
2040	$ 1,403.44	$ 1,593.20	$ 133.70	$ 311.61	$ 253.76	$ 18.80	$ 316.47	$ 4,030.97
2041	$ 1,489.21	$ 1,512.50	$ 126.68	$ 341.77	$ 232.73	$ 17.24	$ 322.80	$ 4,042.92
2042	$ 1,574.97	$ 1,426.87	$ 119.23	$ 361.87	$ 209.66	$ 15.53	$ 329.26	$ 4,037.39
2043	$ 1,668.53	$ 1,336.31	$ 111.36	$ 381.97	$ 185.23	$ 13.72	$ 335.84	$ 4,032.97
2044	$ 1,773.79	$ 1,236.20	$ 103.02	$ 412.13	$ 159.45	$ 11.81	$ 342.56	$ 4,038.95
2045	$ 1,882.95	$ 1,129.77	$ 94.15	$ 442.29	$ 131.63	$ 9.75	$ 349.41	$ 4,039.94
2046	$ 2,003.80	$ 1,016.79	$ 84.73	$ 472.44	$ 101.78	$ 7.54	$ 356.40	$ 4,043.48
2047	$ 2,128.55	$ 896.56	$ 74.71	$ 502.60	$ 69.89	$ 5.18	$ 363.53	$ 4,041.02
2048	$ 2,261.10	$ 768.85	$ 64.07	$ 532.75	$ 35.96	$ 2.66	$ 370.80	$ 4,036.19
2049	$ 2,401.44	$ 633.19	$ 52.77	$ -	$ -	$ -	$ 302.89	$ 3,390.28
2050	$ 2,553.48	$ 489.10	$ 40.76	$ -	$ -	$ -	$ 308.95	$ 3,392.29
2051	$ 2,713.32	$ 335.89	$ 27.99	$ -	$ -	$ -	$ 315.13	$ 3,392.32
2052	$ 2,884.85	$ 173.09	$ 14.42	$ -	$ -	$ -	$ 321.43	$ 3,393.79
Total	**$ 39,276.83**	**$ 38,851.20**	**$ 3,273.23**	**$ 6,483.50**	**$ 6,117.93**	**$ 453.69**	**$ 7,885.24**	**$ 102,341.63**

Footnotes:

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #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[25] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 7 PRINCIPAL ASSESSMENT: $49,573.69

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

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

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

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

[25] 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 Collin 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][26]

[26] 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][27]

[27] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 7

	Improvement Area #2 Bond			Major Improvement Area Bond				
Annual Installments Due 1/31	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest	Total Annual Collection Costs	Total Annual Installment[c]
2027	$ 739.08	$ 2,495.60	$ 212.75	$ 152.45	$ 470.43	$ 35.12	$ 219.90	$ 4,325.33
2028	$ 772.87	$ 2,458.64	$ 209.05	$ 163.34	$ 461.28	$ 34.36	$ 270.33	$ 4,369.88
2029	$ 815.10	$ 2,420.00	$ 205.19	$ 174.23	$ 451.48	$ 33.54	$ 275.74	$ 4,375.28
2030	$ 861.56	$ 2,373.13	$ 201.11	$ 185.12	$ 441.03	$ 32.67	$ 281.25	$ 4,375.88
2031	$ 912.24	$ 2,323.59	$ 196.81	$ 196.01	$ 428.53	$ 31.74	$ 286.88	$ 4,375.80
2032	$ 962.92	$ 2,271.14	$ 192.25	$ 206.90	$ 415.30	$ 30.76	$ 292.61	$ 4,371.88
2033	$ 1,017.82	$ 2,215.77	$ 187.43	$ 217.79	$ 401.34	$ 29.73	$ 298.47	$ 4,368.35
2034	$ 1,081.17	$ 2,157.25	$ 182.34	$ 228.68	$ 386.64	$ 28.64	$ 304.44	$ 4,369.15
2035	$ 1,140.29	$ 2,095.08	$ 176.94	$ 250.46	$ 371.20	$ 27.50	$ 310.53	$ 4,371.99
2036	$ 1,207.87	$ 2,029.51	$ 171.23	$ 261.35	$ 354.29	$ 26.24	$ 316.74	$ 4,367.24
2037	$ 1,279.66	$ 1,960.06	$ 165.19	$ 283.13	$ 336.65	$ 24.94	$ 323.07	$ 4,372.71
2038	$ 1,355.68	$ 1,886.48	$ 158.80	$ 304.91	$ 317.54	$ 23.52	$ 329.53	$ 4,376.46
2039	$ 1,435.93	$ 1,808.53	$ 152.02	$ 326.69	$ 296.96	$ 22.00	$ 336.12	$ 4,378.24
2040	$ 1,520.39	$ 1,725.96	$ 144.84	$ 337.58	$ 274.91	$ 20.36	$ 342.84	$ 4,366.89
2041	$ 1,613.31	$ 1,638.54	$ 137.24	$ 370.25	$ 252.12	$ 18.68	$ 349.70	$ 4,379.83
2042	$ 1,706.22	$ 1,545.78	$ 129.17	$ 392.03	$ 227.13	$ 16.82	$ 356.70	$ 4,373.84
2043	$ 1,807.58	$ 1,447.67	$ 120.64	$ 413.80	$ 200.67	$ 14.86	$ 363.83	$ 4,369.05
2044	$ 1,921.61	$ 1,339.21	$ 111.60	$ 446.47	$ 172.74	$ 12.80	$ 371.11	$ 4,375.53
2045	$ 2,039.86	$ 1,223.92	$ 101.99	$ 479.14	$ 142.60	$ 10.56	$ 378.53	$ 4,376.60
2046	$ 2,170.78	$ 1,101.52	$ 91.79	$ 511.81	$ 110.26	$ 8.17	$ 386.10	$ 4,380.44
2047	$ 2,305.93	$ 971.28	$ 80.94	$ 544.48	$ 75.71	$ 5.61	$ 393.82	$ 4,377.77
2048	$ 2,449.52	$ 832.92	$ 69.41	$ 577.15	$ 38.96	$ 2.89	$ 401.70	$ 4,372.54
2049	$ 2,601.56	$ 685.95	$ 57.16	$ -	$ -	$ -	$ 328.13	$ 3,672.81
2050	$ 2,766.27	$ 529.86	$ 44.15	$ -	$ -	$ -	$ 334.69	$ 3,674.98
2051	$ 2,939.43	$ 363.88	$ 30.32	$ -	$ -	$ -	$ 341.39	$ 3,675.02
2052	$ 3,125.25	$ 187.52	$ 15.63	$ -	$ -	$ -	$ 348.21	$ 3,676.61
Total	**$ 42,549.90**	**$ 42,088.80**	**$ 3,546.00**	**$ 7,023.79**	**$ 6,627.76**	**$ 491.50**	**$ 8,542.35**	**$ 110,870.10**

Footnotes:

[a] Interest on the Improvement Area #2 Bond is calculated at a 5.000%, 5.750%, and 6.000% interest rate for bonds with a maturity of 9/1/2028, 2042, and 2052, respectively.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3

IMPROVEMENT AREA #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[28] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #3 IMPROVEMENT AREA #3 INITIAL PARCEL PRINCIPAL ASSESSMENT: $15,135,233.71

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

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

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

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

[28] 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 Collin 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][29]

[29] 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][30]

[30] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 IMPROVEMENT AREA #3 INITIAL PARCEL

	Improvement Area #3 Bond			Major Improvement Area Bond				
Annual Installments Due 1/31	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest	Total Annual Collection Costs	Total Annual Installment[c]
2026[d],[e]	$ -	$ 331,143.00	$ -	$ -	$ -	$ -	$ -	$ -
2027	$ 144,000.00	$ 924,120.00	$ 67,950.00	$ 33,539.96	$ 103,494.72	$ 7,726.17	$ 47,516.11	$ 1,328,346.96
2028	$ 153,000.00	$ 914,328.00	$ 67,230.00	$ 35,935.67	$ 101,482.33	$ 7,558.47	$ 52,644.40	$ 1,332,178.86
2029	$ 163,000.00	$ 903,924.00	$ 66,465.00	$ 38,331.38	$ 99,326.19	$ 7,378.79	$ 53,697.29	$ 1,332,122.64
2030	$ 174,000.00	$ 892,840.00	$ 65,650.00	$ 40,727.09	$ 97,026.30	$ 7,187.13	$ 54,771.23	$ 1,332,201.76
2031	$ 187,000.00	$ 881,008.00	$ 64,780.00	$ 43,122.80	$ 94,277.22	$ 6,983.50	$ 55,866.66	$ 1,333,038.18
2032	$ 200,000.00	$ 868,292.00	$ 63,845.00	$ 45,518.51	$ 91,366.43	$ 6,767.88	$ 56,983.99	$ 1,332,773.82
2033	$ 214,000.00	$ 854,692.00	$ 62,845.00	$ 47,914.22	$ 88,293.94	$ 6,540.29	$ 58,123.67	$ 1,332,409.12
2034	$ 230,000.00	$ 840,140.00	$ 61,775.00	$ 50,309.93	$ 85,059.73	$ 6,300.72	$ 59,286.15	$ 1,332,871.53
2035	$ 245,000.00	$ 824,500.00	$ 60,625.00	$ 55,101.36	$ 81,663.80	$ 6,049.17	$ 60,471.87	$ 1,333,411.20
2036	$ 263,000.00	$ 807,840.00	$ 59,400.00	$ 57,497.07	$ 77,944.46	$ 5,773.66	$ 61,681.30	$ 1,333,136.49
2037	$ 281,000.00	$ 789,956.00	$ 58,085.00	$ 62,288.49	$ 74,063.41	$ 5,486.18	$ 62,914.93	$ 1,333,794.01
2038	$ 300,000.00	$ 770,848.00	$ 56,680.00	$ 67,079.91	$ 69,858.94	$ 5,174.74	$ 64,173.22	$ 1,333,814.81
2039	$ 320,000.00	$ 750,448.00	$ 55,180.00	$ 71,871.34	$ 65,331.04	$ 4,839.34	$ 65,456.69	$ 1,333,126.40
2040	$ 345,000.00	$ 728,688.00	$ 53,580.00	$ 74,267.05	$ 60,479.73	$ 4,479.98	$ 66,765.83	$ 1,333,260.58
2041	$ 367,000.00	$ 705,228.00	$ 51,855.00	$ 81,454.18	$ 55,466.70	$ 4,108.64	$ 68,101.14	$ 1,333,213.67
2042	$ 394,000.00	$ 680,272.00	$ 50,020.00	$ 86,245.60	$ 49,968.55	$ 3,701.37	$ 69,463.16	$ 1,333,670.68
2043	$ 423,000.00	$ 653,480.00	$ 48,050.00	$ 91,037.02	$ 44,146.97	$ 3,270.15	$ 70,852.43	$ 1,333,836.57
2044	$ 452,000.00	$ 624,716.00	$ 45,935.00	$ 98,224.16	$ 38,001.97	$ 2,814.96	$ 72,269.48	$ 1,333,961.57
2045	$ 484,000.00	$ 593,980.00	$ 43,675.00	$ 105,411.29	$ 31,371.84	$ 2,323.84	$ 73,714.87	$ 1,334,476.83
2046	$ 518,000.00	$ 561,068.00	$ 41,255.00	$ 112,598.43	$ 24,256.58	$ 1,796.78	$ 75,189.17	$ 1,334,163.95
2047	$ 556,000.00	$ 525,844.00	$ 38,665.00	$ 119,785.56	$ 16,656.18	$ 1,233.79	$ 76,692.95	$ 1,334,877.48
2048	$ 596,000.00	$ 488,036.00	$ 35,885.00	$ 126,972.69	$ 8,570.66	$ 634.86	$ 78,226.80	$ 1,334,326.01
2049	$ 638,000.00	$ 447,508.00	$ 32,905.00	$ -	$ -	$ -	$ 61,839.19	$ 1,180,252.19
2050	$ 684,000.00	$ 404,124.00	$ 29,715.00	$ -	$ -	$ -	$ 63,075.97	$ 1,180,914.97
2051	$ 733,000.00	$ 357,612.00	$ 26,295.00	$ -	$ -	$ -	$ 64,337.49	$ 1,181,244.49
2052	$ 785,000.00	$ 307,768.00	$ 22,630.00	$ -	$ -	$ -	$ 65,624.24	$ 1,181,022.24
2053	$ 841,000.00	$ 254,388.00	$ 18,705.00	$ -	$ -	$ -	$ 66,936.72	$ 1,181,029.72
2054	$ 901,000.00	$ 197,200.00	$ 14,500.00	$ -	$ -	$ -	$ 68,275.46	$ 1,180,975.46
2055	$ 965,000.00	$ 135,932.00	$ 9,995.00	$ -	$ -	$ -	$ 69,640.97	$ 1,180,567.97
2056	$ 1,034,000.00	$ 70,312.00	$ 5,170.00	$ -	$ -	$ -	$ 71,033.79	$ 1,180,515.79
Total	**$ 13,590,000.00**	**$ 19,090,235.00**	**$ 1,379,345.00**	**$ 1,545,233.71**	**$ 1,458,107.68**	**$ 108,130.42**	**$ 1,935,627.16**	**$ 38,775,535.97**

Footnotes:

[a] Interest on the Improvement Area #3 Bond is estimated at a 5.95% interest rate for bonds with a maturity of 2056 per the City's Financial Advisor.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

[d] No Assessment collected on 1/31/2026 for the Improvement Area #3 Bonds and capitalized interest is contemplated for the 9/1/2026 debt service payment.

[e] Improvement Area #3's allocable share of the Major Improvement Area Assessment Annual Installment has been collected as of 1/31/2026, and is not included in the total outstanding Assessment for the Major Improvement Area.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3
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[31] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #3 LOT TYPE 8 PRINCIPAL ASSESSMENT: $35,583.51

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

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

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

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

[31] 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 Collin 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][32]

[32] 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][33]

[33] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 LOT TYPE 8

	Improvement Area #3 Bond			Major Improvement Area Bond				
Annual Installments Due 1/31	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest	Total Annual Collection Costs	Total Annual Installment[c]
2027	$ 334.11	$ 2,144.13	$ 157.66	$ 87.95	$ 271.40	$ 20.26	$ 112.52	$ 3,128.03
2028	$ 354.99	$ 2,121.41	$ 155.99	$ 94.24	$ 266.12	$ 19.82	$ 125.72	$ 3,138.29
2029	$ 378.19	$ 2,097.27	$ 154.21	$ 100.52	$ 260.47	$ 19.35	$ 128.24	$ 3,138.25
2030	$ 403.71	$ 2,071.55	$ 152.32	$ 106.80	$ 254.44	$ 18.85	$ 130.80	$ 3,138.48
2031	$ 433.87	$ 2,044.10	$ 150.30	$ 113.08	$ 247.23	$ 18.31	$ 133.42	$ 3,140.33
2032	$ 464.04	$ 2,014.60	$ 148.13	$ 119.37	$ 239.60	$ 17.75	$ 136.09	$ 3,139.57
2033	$ 496.52	$ 1,983.04	$ 145.81	$ 125.65	$ 231.54	$ 17.15	$ 138.81	$ 3,138.53
2034	$ 533.64	$ 1,949.28	$ 143.33	$ 131.93	$ 223.06	$ 16.52	$ 141.59	$ 3,139.35
2035	$ 568.45	$ 1,912.99	$ 140.66	$ 144.50	$ 214.15	$ 15.86	$ 144.42	$ 3,141.03
2036	$ 610.21	$ 1,874.34	$ 137.82	$ 150.78	$ 204.40	$ 15.14	$ 147.31	$ 3,139.99
2037	$ 651.97	$ 1,832.84	$ 134.77	$ 163.34	$ 194.22	$ 14.39	$ 150.25	$ 3,141.79
2038	$ 696.06	$ 1,788.51	$ 131.51	$ 175.91	$ 183.20	$ 13.57	$ 153.26	$ 3,142.01
2039	$ 742.46	$ 1,741.18	$ 128.03	$ 188.47	$ 171.32	$ 12.69	$ 156.32	$ 3,140.47
2040	$ 800.46	$ 1,690.69	$ 124.32	$ 194.76	$ 158.60	$ 11.75	$ 159.45	$ 3,140.02
2041	$ 851.51	$ 1,636.26	$ 120.31	$ 213.60	$ 145.45	$ 10.77	$ 162.64	$ 3,140.55
2042	$ 914.15	$ 1,578.36	$ 116.06	$ 226.17	$ 131.04	$ 9.71	$ 165.89	$ 3,141.37
2043	$ 981.44	$ 1,516.19	$ 111.48	$ 238.73	$ 115.77	$ 8.58	$ 169.21	$ 3,141.41
2044	$ 1,048.72	$ 1,449.46	$ 106.58	$ 257.58	$ 99.66	$ 7.38	$ 172.59	$ 3,141.97
2045	$ 1,122.97	$ 1,378.14	$ 101.33	$ 276.43	$ 82.27	$ 6.09	$ 176.04	$ 3,143.28
2046	$ 1,201.86	$ 1,301.78	$ 95.72	$ 295.28	$ 63.61	$ 4.71	$ 179.56	$ 3,142.52
2047	$ 1,290.02	$ 1,220.06	$ 89.71	$ 314.12	$ 43.68	$ 3.24	$ 183.16	$ 3,143.98
2048	$ 1,382.83	$ 1,132.33	$ 83.26	$ 332.97	$ 22.48	$ 1.66	$ 186.82	$ 3,142.35
2049	$ 1,480.28	$ 1,038.30	$ 76.35	$ -	$ -	$ -	$ 143.48	$ 2,738.40
2050	$ 1,587.01	$ 937.64	$ 68.94	$ -	$ -	$ -	$ 146.35	$ 2,739.94
2051	$ 1,700.70	$ 829.73	$ 61.01	$ -	$ -	$ -	$ 149.27	$ 2,740.71
2052	$ 1,821.35	$ 714.08	$ 52.51	$ -	$ -	$ -	$ 152.26	$ 2,740.19
2053	$ 1,951.28	$ 590.23	$ 43.40	$ -	$ -	$ -	$ 155.31	$ 2,740.21
2054	$ 2,090.49	$ 457.54	$ 33.64	$ -	$ -	$ -	$ 158.41	$ 2,740.08
2055	$ 2,238.98	$ 315.39	$ 23.19	$ -	$ -	$ -	$ 161.58	$ 2,739.14
2056	$ 2,399.07	$ 163.14	$ 12.00	$ -	$ -	$ -	$ 164.81	$ 2,739.02
Total	**$ 31,531.32**	**$ 44,292.89**	**$ 3,200.34**	**$ 4,052.19**	**$ 3,823.71**	**$ 283.56**	**$ 4,585.57**	**$ 91,001.26**

Footnotes:

[a] Interest on the Improvement Area #3 Bond is estimated at a 5.95% interest rate for bonds with a maturity of 2056 per the City's Financial Advisor.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

[d] 9/1/2026 interest payment for Improvement Area #3 Bonds will be paid from Capitalized Interest collected at bond issuance.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #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[34] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #3 LOT TYPE 9 PRINCIPAL ASSESSMENT: $45,132.75

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

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

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

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

[34] 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 Collin 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][35]

[35] 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][36]

[36] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 LOT TYPE 9

	Improvement Area #2 Bond			Major Improvement Area Bond				
Annual Installments Due 1/31	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest	Total Annual Collection Costs	Total Annual Installment[c]
2027	$ 429.57	$ 2,756.74	$ 202.70	$ 99.68	$ 307.59	$ 22.96	$ 141.66	$ 3,960.90
2028	$ 456.41	$ 2,727.53	$ 200.55	$ 106.80	$ 301.61	$ 22.46	$ 156.91	$ 3,972.28
2029	$ 486.24	$ 2,696.49	$ 198.27	$ 113.92	$ 295.20	$ 21.93	$ 160.05	$ 3,972.11
2030	$ 519.06	$ 2,663.43	$ 195.84	$ 121.04	$ 288.36	$ 21.36	$ 163.25	$ 3,972.34
2031	$ 557.84	$ 2,628.13	$ 193.24	$ 128.16	$ 280.19	$ 20.76	$ 166.52	$ 3,974.84
2032	$ 596.62	$ 2,590.20	$ 190.46	$ 135.28	$ 271.54	$ 20.11	$ 169.85	$ 3,974.06
2033	$ 638.38	$ 2,549.63	$ 187.47	$ 142.40	$ 262.41	$ 19.44	$ 173.24	$ 3,972.98
2034	$ 686.11	$ 2,506.22	$ 184.28	$ 149.52	$ 252.80	$ 18.73	$ 176.71	$ 3,974.37
2035	$ 730.86	$ 2,459.56	$ 180.85	$ 163.76	$ 242.71	$ 17.98	$ 180.24	$ 3,975.96
2036	$ 784.55	$ 2,409.86	$ 177.20	$ 170.88	$ 231.65	$ 17.16	$ 183.85	$ 3,975.16
2037	$ 838.25	$ 2,356.51	$ 173.27	$ 185.12	$ 220.12	$ 16.31	$ 187.52	$ 3,977.11
2038	$ 894.93	$ 2,299.51	$ 169.08	$ 199.36	$ 207.62	$ 15.38	$ 191.28	$ 3,977.16
2039	$ 954.59	$ 2,238.66	$ 164.61	$ 213.60	$ 194.17	$ 14.38	$ 195.10	$ 3,975.11
2040	$ 1,029.17	$ 2,173.75	$ 159.83	$ 220.72	$ 179.75	$ 13.31	$ 199.00	$ 3,975.54
2041	$ 1,094.80	$ 2,103.76	$ 154.69	$ 242.08	$ 164.85	$ 12.21	$ 202.98	$ 3,975.37
2042	$ 1,175.34	$ 2,029.32	$ 149.21	$ 256.32	$ 148.51	$ 11.00	$ 207.04	$ 3,976.75
2043	$ 1,261.85	$ 1,949.39	$ 143.34	$ 270.56	$ 131.21	$ 9.72	$ 211.18	$ 3,977.25
2044	$ 1,348.36	$ 1,863.59	$ 137.03	$ 291.92	$ 112.94	$ 8.37	$ 215.41	$ 3,977.62
2045	$ 1,443.82	$ 1,771.90	$ 130.29	$ 313.29	$ 93.24	$ 6.91	$ 219.71	$ 3,979.15
2046	$ 1,545.24	$ 1,673.72	$ 123.07	$ 334.65	$ 72.09	$ 5.34	$ 224.11	$ 3,978.22
2047	$ 1,658.60	$ 1,568.64	$ 115.34	$ 356.01	$ 49.50	$ 3.67	$ 228.59	$ 3,980.35
2048	$ 1,777.93	$ 1,455.86	$ 107.05	$ 377.37	$ 25.47	$ 1.89	$ 233.16	$ 3,978.72
2049	$ 1,903.22	$ 1,334.96	$ 98.16	$ -	$ -	$ -	$ 184.47	$ 3,520.81
2050	$ 2,040.44	$ 1,205.54	$ 88.64	$ -	$ -	$ -	$ 188.16	$ 3,522.78
2051	$ 2,186.61	$ 1,066.79	$ 78.44	$ -	$ -	$ -	$ 191.92	$ 3,523.77
2052	$ 2,341.73	$ 918.10	$ 67.51	$ -	$ -	$ -	$ 195.76	$ 3,523.10
2053	$ 2,508.78	$ 758.86	$ 55.80	$ -	$ -	$ -	$ 199.68	$ 3,523.12
2054	$ 2,687.77	$ 588.27	$ 43.25	$ -	$ -	$ -	$ 203.67	$ 3,522.96
2055	$ 2,878.69	$ 405.50	$ 29.82	$ -	$ -	$ -	$ 207.75	$ 3,521.75
2056	$ 3,084.52	$ 209.75	$ 15.42	$ -	$ -	$ -	$ 211.90	$ 3,521.59
Total	**$ 40,540.27**	**$ 56,948.00**	**$ 4,114.72**	**$ 4,592.48**	**$ 4,333.54**	**$ 321.37**	**$ 5,770.70**	**$ 115,633.24**

Footnotes:

[a] Interest on the Improvement Area #3 Bond is estimated at a 5.95% interest rate for bonds with a maturity of 2056 per the City's Financial Advisor.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

[d] 9/1/2026 interest payment for Improvement Area #3 Bonds will be paid from Capitalized Interest collected at bond issuance.

HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3
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[37] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #3 LOT TYPE 10 PRINCIPAL ASSESSMENT: $54,817.06

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

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

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

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

[37] 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 Collin 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][38]

[38] 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][39]

[39] 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 Collin County.

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3 LOT TYPE 10

	Improvement Area #2 Bond			Major Improvement Area Bond				
Annual Installments Due 1/31	Principal	Interest [a]	Additional Interest	Principal	Interest [b]	Additional Interest	Total Annual Collection Costs	Total Annual Installment[c]
2027	$ 525.02	$ 3,369.35	$ 247.75	$ 114.34	$ 352.82	$ 26.34	$ 171.46	$ 4,807.08
2028	$ 557.84	$ 3,333.65	$ 245.12	$ 122.51	$ 345.96	$ 25.77	$ 189.14	$ 4,819.98
2029	$ 594.30	$ 3,295.71	$ 242.33	$ 130.68	$ 338.61	$ 25.15	$ 192.92	$ 4,819.70
2030	$ 634.41	$ 3,255.30	$ 239.36	$ 138.84	$ 330.77	$ 24.50	$ 196.78	$ 4,819.96
2031	$ 681.80	$ 3,212.16	$ 236.19	$ 147.01	$ 321.40	$ 23.81	$ 200.71	$ 4,823.08
2032	$ 729.20	$ 3,165.80	$ 232.78	$ 155.18	$ 311.48	$ 23.07	$ 204.73	$ 4,822.23
2033	$ 780.25	$ 3,116.21	$ 229.13	$ 163.34	$ 301.00	$ 22.30	$ 208.82	$ 4,821.05
2034	$ 838.58	$ 3,063.16	$ 225.23	$ 171.51	$ 289.98	$ 21.48	$ 213.00	$ 4,822.93
2035	$ 893.27	$ 3,006.13	$ 221.04	$ 187.85	$ 278.40	$ 20.62	$ 217.26	$ 4,824.57
2036	$ 958.90	$ 2,945.39	$ 216.57	$ 196.01	$ 265.72	$ 19.68	$ 221.60	$ 4,823.88
2037	$ 1,024.53	$ 2,880.18	$ 211.78	$ 212.35	$ 252.49	$ 18.70	$ 226.03	$ 4,826.06
2038	$ 1,093.80	$ 2,810.52	$ 206.66	$ 228.68	$ 238.16	$ 17.64	$ 230.56	$ 4,826.01
2039	$ 1,166.72	$ 2,736.14	$ 201.19	$ 245.02	$ 222.72	$ 16.50	$ 235.17	$ 4,823.45
2040	$ 1,257.87	$ 2,656.80	$ 195.35	$ 253.18	$ 206.18	$ 15.27	$ 239.87	$ 4,824.53
2041	$ 1,338.08	$ 2,571.27	$ 189.06	$ 277.68	$ 189.09	$ 14.01	$ 244.67	$ 4,823.86
2042	$ 1,436.53	$ 2,480.28	$ 182.37	$ 294.02	$ 170.35	$ 12.62	$ 249.56	$ 4,825.72
2043	$ 1,542.26	$ 2,382.59	$ 175.19	$ 310.35	$ 150.50	$ 11.15	$ 254.55	$ 4,826.60
2044	$ 1,647.99	$ 2,277.72	$ 167.48	$ 334.86	$ 129.55	$ 9.60	$ 259.64	$ 4,826.84
2045	$ 1,764.67	$ 2,165.65	$ 159.24	$ 359.36	$ 106.95	$ 7.92	$ 264.84	$ 4,828.62
2046	$ 1,888.63	$ 2,045.66	$ 150.42	$ 383.86	$ 82.69	$ 6.13	$ 270.13	$ 4,827.51
2047	$ 2,027.18	$ 1,917.23	$ 140.97	$ 408.36	$ 56.78	$ 4.21	$ 275.53	$ 4,830.27
2048	$ 2,173.02	$ 1,779.38	$ 130.84	$ 432.86	$ 29.22	$ 2.16	$ 281.05	$ 4,828.53
2049	$ 2,326.15	$ 1,631.62	$ 119.97	$ -	$ -	$ -	$ 225.47	$ 4,303.21
2050	$ 2,493.87	$ 1,473.44	$ 108.34	$ -	$ -	$ -	$ 229.98	$ 4,305.62
2051	$ 2,672.52	$ 1,303.86	$ 95.87	$ -	$ -	$ -	$ 234.57	$ 4,306.82
2052	$ 2,862.11	$ 1,122.12	$ 82.51	$ -	$ -	$ -	$ 239.27	$ 4,306.01
2053	$ 3,066.29	$ 927.50	$ 68.20	$ -	$ -	$ -	$ 244.05	$ 4,306.04
2054	$ 3,285.05	$ 718.99	$ 52.87	$ -	$ -	$ -	$ 248.93	$ 4,305.84
2055	$ 3,518.40	$ 495.61	$ 36.44	$ -	$ -	$ -	$ 253.91	$ 4,304.36
2056	$ 3,769.97	$ 256.36	$ 18.85	$ -	$ -	$ -	$ 258.99	$ 4,304.17
Total	**$ 49,549.22**	**$ 69,603.11**	**$ 5,029.10**	**$ 5,267.84**	**$ 4,970.82**	**$ 368.63**	**$ 6,983.18**	**$ 140,564.55**

Footnotes:

[a] Interest on the Improvement Area #3 Bond is estimated at a 5.95% interest rate for bonds with a maturity of 2056 per the City's Financial Advisor.

[b] Interest on the Major Improvement Area Bond is calculated at a 6.000% and 6.750% interest rate for bonds with a maturity of 9/1/2029 and 2048, respectively.

[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.

[d] 9/1/2026 interest payment for Improvement Area #3 Bonds will be paid from Capitalized Interest collected at bond issuance.

Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 3/24/2026
Staff Contact: Joseph Cotton

AGENDA ITEM:
Consider/Discuss/Action on an Ordinance authorizing the issuance of the "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project)" in a principal amount of up to $13,600,000; and approving various documents related to such Bonds. (Director of Public Works Joseph Cotton)

SUMMARY:
Act on an Ordinance authorizing the issuance of the "City of Anna, Texas, SAR Bonds, Series 2026 (Hurricane Creek PID Improvement Area #3 Project)" in a principal amount of up to $13,600,000; and approving various documents related to such Bonds.

FINANCIAL IMPACT:

BACKGROUND:
Staff recommends approval.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing the strategic outcome area: Vibrant.

ATTACHMENTS:
1. Hurricane Creek PID 2026 (IA#3) Bond Ordinance v1

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
COLLIN COUNTY
CITY OF ANNA

We, the undersigned officers of the City of Anna, Texas (the "City"), hereby certify as follows:

1. The City Council (the "Council") of the City convened in a regular meeting on March 24, 2026, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to wit:

Pete Cain, Mayor	Kelly Patterson-Herndon
Kevin Toten, Mayor Pro-Tem	Elden Baker
Stan Carver II, Deputy Mayor Pro-Tem	Manny Singh
Nathan Bryan	

Ronda Perez, City Manager
Carrie L. Land, City Secretary

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written Ordinance entitled

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF ANNA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)" IN A PRINCIPAL AMOUNT OF UP TO $13,600,000; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried, with all members of the Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been duly recorded in the Council's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Council's minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Ordinance would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given all as required by the Texas Government Code, Chapter 551.

3. The Council has approved and hereby approves the Ordinance; and the Mayor (or Mayor Pro-Tem) and City Secretary hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON MARCH 24, 2026

Carrie L. Land, City Secretary

Pete Cain, Mayor

(City Seal)

CITY OF ANNA

ORDINANCE NO. _____-2026

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF ANNA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)" IN A PRINCIPAL AMOUNT OF UP TO $13,600,000; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Anna, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, has previously established the "Hurricane Creek Public Improvement District" (the "District"); and

WHEREAS, pursuant to the PID Act, the City Council of the City (the "Council") published notice of the assessment hearing in a newspaper of general circulation in the City and the extraterritorial jurisdiction of the City, and opened a public hearing on March 24, 2026, regarding the levy of special assessments within the District, and the City Council convened the hearing on March 24, 2026; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on March 24, 2026 and, on such date, the Council adopted an ordinance levying such special assessments (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the Service and Assessment Plan (as defined in the Assessment Ordinance) relating to the District and levied the Assessments (as defined in the Indenture (defined below)) against the Improvement Area #3 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project)" (the "Bonds"), such Bonds to be payable from and secured by the Pledged Revenues (as defined in the Indenture); and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying a portion of the Improvement Area #3 Improvements (as defined in the Indenture), (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds to finance the Improvement Area #3 Improvements, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the Underwriter (defined below), (iv) a Limited Offering Memorandum (defined below), and (v) a Continuing Disclosure Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $[_____] for the purpose of (i) paying a portion of the Improvement Area #3 Improvements (as defined in the Indenture), (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture"), dated as of April 1 2026, between the City and Regions Bank, an Alabama state banking corporation with offices in Dallas, Texas, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro-Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro-Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be registered as to both principal and interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to the Bonds, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

Section 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Purchase Agreement are hereby authorized and approved and the Mayor or Mayor Pro-Tem of the City is hereby authorized and directed to execute and deliver the Purchase Agreement. The Mayor's or Mayor Pro-Tem's signature on the Purchase Agreement may be attested by the City Secretary. The Initial Bond shall be registered in the name of the Underwriter.

Section 4. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Limited Offering Memorandum") are hereby approved and adopted in all respects. The Limited Offering Memorandum, with such appropriate variations as shall be approved by the Mayor and Mayor Pro-Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum (as defined in the Purchase Agreement) and the Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. The City deems the Preliminary Limited Offering Memorandum final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), as of its date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum pertaining to the Improvement Area #3 Improvements, the Developer or its financial ability, any builders, any landowners or the appraisal of the property in the District.

Section 5. Continuing Disclosure Agreement. The City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project) Continuing Disclosure Agreement of the Issuer (the "Continuing Disclosure Agreement") between the City, P3Works, LLC and Regions Bank is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes, and the Mayor or Mayor Pro-Tem of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or Mayor Pro-Tem, such approval to be evidenced by the execution thereof.

Section 6. Additional Actions. The Mayor, Mayor Pro Tem, Deputy Mayor Pro-Tem, the City Manager, the Director of Finance and the City Secretary of the City are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the

terms of this Ordinance. The Mayor, Mayor Pro Tem, Deputy Mayor Pro-Tem, the City Manager, the Finance Director and the City Secretary of the City are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance. In addition, prior to the initial delivery of the Bonds, the City Manager, Director of Finance, City Secretary, and bond counsel to the City are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

Section 7. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

EXHIBIT A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF ANNA, TEXAS

and

REGIONS BANK,
as Trustee

DATED AS OF APRIL 1, 2026

SECURING

$_____
CITY OF ANNA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)

TABLE OF CONTENTS

Page

ARTICLE I – DEFINITIONS, FINDINGS AND INTERPRETATION 4

Section 1.1. Definitions 4
Section 1.2. Findings 12
Section 1.3. Table of Contents, Titles and Headings. 12
Section 1.4. Interpretation. 12

ARTICLE II – THE BONDS 13

Section 2.1. Security for the Bonds. 13
Section 2.2. Limited Obligations. 13
Section 2.3. Authorization for Indenture. 13
Section 2.4. Contract with Owners and Trustee. 14

ARTICLE III – AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS 14

Section 3.1. Authorization. 14
Section 3.2. Date, Denomination, Maturities, Numbers and Interest. 14
Section 3.3. Conditions Precedent to Delivery of Bonds 15
Section 3.4. Medium, Method and Place of Payment. 15
Section 3.5. Execution and Registration of Bonds. 16
Section 3.7. Ownership. 18
Section 3.8. Registration, Transfer and Exchange. 18
Section 3.9. Cancellation. 19
Section 3.10. Temporary Bonds 19
Section 3.11. Replacement Bonds. 20
Section 3.12. Book-Entry-Only System 21
Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System. 21
Section 3.14. Payments to Cede & Co. 22

ARTICLE IV – REDEMPTION OF BONDS BEFORE MATURITY 22

Section 4.1. Limitation on Redemption. 22
Section 4.2. Mandatory Sinking Fund Redemption. 22
Section 4.3. Optional Redemption. 24
Section 4.5. Partial Redemption 24
Section 4.6. Notice of Redemption to Owners. 24
Section 4.7. Payment upon Redemption. 25
Section 4.8. Effect of Redemption. 25

ARTICLE V – FORM OF THE BONDS 26

Section 5.1. Form Generally. 26
Section 5.2. Form of the Bonds. 27
Section 5.3. Cusip Registration. 35
Section 5.4. Legal Opinion. 35

ARTICLE VI – FUNDS AND ACCOUNTS 35

Section 6.1. Establishment of Funds and Accounts. 35
Section 6.2. Initial Deposits to Funds and Accounts. 37
Section 6.3. Pledged Revenue Fund. 37
Section 6.4. Bond Fund. 38
Section 6.5. Project Fund. 39
Section 6.6. Redemption Fund. 40
Section 6.7. Reserve Fund. 41
Section 6.8. Rebate Fund: Rebatable Arbitrage. 43
Section 6.9. Administrative Fund. 43
Section 6.10. Investment of Funds. 43

ARTICLE VII – COVENANTS 45

Section 7.1. Confirmation of Assessments. 45
Section 7.2. Collection and Enforcement of Assessments. 45
Section 7.3. Against Encumbrances. 46
Section 7.4. Records, Accounts, Accounting Reports. 46
Section 7.5. Covenants Regarding Tax Exemption of Interest on Bonds. 46

ARTICLE VIII – LIABILITY OF CITY 49

Section 8.1. Liability of City 49

ARTICLE IX – THE TRUSTEE 51

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent. 51
Section 9.2. Trustee Entitled to Indemnity. 51
Section 9.3. Responsibilities of the Trustee. 51
Section 9.4. Property Held in Trust. 53
Section 9.5. Trustee Protected in Relying on Certain Documents. 53
Section 9.6. Compensation. 54
Section 9.7. Permitted Acts. 54
Section 9.8. Resignation of Trustee. 54
Section 9.9. Removal of Trustee. 55
Section 9.10. Successor Trustee. 55
Section 9.11. Transfer of Rights and Property to Successor Trustee. 56
Section 9.12. Merger, Conversion or Consolidation of Trustee. 56
Section 9.13. Trustee to File Continuation Statements. 56
Section 9.14. Accounts, Periodic Reports and Certificates. 57
Section 9.15. Construction of Indenture. 57
Section 9.16. Offering Documentation. 57

ARTICLE X – MODIFICATION OR AMENDMENT OF THIS INDENTURE 57

Section 10.1. Amendments Permitted. 57
Section 10.2. Owners' Meetings. 58
Section 10.3. Procedure for Amendment with Written Consent of Owners. 58
Section 10.4. Procedure for Amendment not Requiring Owner Consent. 59
Section 10.5. Effect of Supplemental Indenture. 60
Section 10.6. Endorsement or Replacement of Bonds Issued after Amendments. 60
Section 10.7. Amendatory Endorsement of Bonds. 60

Section 10.8. Waiver of Default. 60
Section 10.9. Execution of Supplemental Indenture. 60

ARTICLE XI – DEFAULT AND REMEDIES 61

Section 11.1. Events of Default. 61
Section 11.2. Immediate Remedies for Default. 62
Section 11.3. Restriction on Owner's Action. 62
Section 11.4. Application of Revenues and Other Moneys after Default. 63
Section 11.5. Effect of Waiver. 64
Section 11.6. Evidence of Ownership of Bonds. 64
Section 11.7. No Acceleration. 65
Section 11.8. Mailing of Notice. 65
Section 11.9. Exclusion of Bonds. 65

ARTICLE XII – GENERAL COVENANTS AND REPRESENTATIONS 65

Section 12.1. Representations as to Trust Estate. 65
Section 12.2. General. 66

ARTICLE XIII – SPECIAL COVENANTS 66

Section 13.1. Further Assurances; Due Performance. 66
Section 13.2. Other Obligations or Other Liens; Refunding Bonds. 66
Section 13.3. Books of Record. 67

ARTICLE XIV – PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE 67

Section 14.1. Trust Irrevocable. 67
Section 14.2. Satisfaction of Indenture. 67
Section 14.3. Bonds Deemed Paid. 67

ARTICLE XV - MISCELLANEOUS 68

Section 15.1. Benefits of Indenture Limited to Parties. 68
Section 15.2. Successor is Deemed Included in all References to Predecessor. 68
Section 15.3. Execution of Documents and Proof of Ownership by Owners. 69
Section 15.4. No Waiver of Personal Liability. 69
Section 15.5. Notices to and Demands on City and Trustee. 69
Section 15.6. Partial Invalidity 70
Section 15.7. Applicable Laws. 70
Section 15.8. Payment on Business Day. 70
Section 15.9. Reimbursement Agreement Amendments and Supplements. 70
Section 15.10. Counterparts. 71
Section 15.11. Texas Government Code Verifications. 71

INDENTURE OF TRUST

THIS INDENTURE, dated as of April 1, 2026, is by and between the CITY OF ANNA, TEXAS (the "*City*"), and REGIONS BANK, an Alabama state banking corporation with offices in Houston, Texas, as trustee (together with its successors, the "*Trustee*"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, on October 19, 2018, a petition (the "*Petition*") was submitted and filed with the City Secretary of the City (the "*City Secretary*") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "*Act*" or "*PID Act*"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as "*Hurricane Creek Public Improvement District*" (the "*District*"); and

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

WHEREAS, on October 23, 2018, the City Council of the City (the "*City Council*") adopted Resolution No. 2018-10-497 accepting the Petition and calling a public hearing on the creation of the District on November 13, 2018; and

WHEREAS, on November 13, 2018, after due notice, the City Council held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act and, on November 13, 2018, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2018-11-506 adopted by the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of Resolution No. 2018-11-506, the City published notice of its authorization of the District in a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, on February 24, 2026, the City Council, pursuant to Section 372.016(b) of the PID Act, called for a public hearing to be held to consider the proposed "*Assessment Roll*", the "*Service and Assessment Plan*" and the levy of the "*Assessments*" on the "*Assessed Property*" within "*Improvement Area #3*" (each as hereinafter defined) of the District, and the City (i) published notice of such public hearing in a newspaper of general circulation in the City and in the extraterritorial jurisdiction of the City where the proposed improvements are to be undertaken pursuant to Section 372.016(b) of the Act and (ii) mailed notice of such public

hearing to the last known address of the owners of the property liable for the Assessments pursuant to Section 372.016(c) of the Act; and

WHEREAS, the City Council convened the public hearing on March 24, 2026, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of Improvement Area #3 Improvements, the purposes of the Assessments, the special benefits of the Assessments and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, at the March 24, 2026 public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Improvement Area #3 Improvements, the Assessment Roll or the levy of the Assessments; and

WHEREAS, the City Council closed the public hearing and, after considering all written and documentary evidence presented at the public hearing, including all written comments and statements filed with the City, at the meeting held on March 24, 2026, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted the Assessment Ordinance, which Assessment Ordinance approved the Assessment Roll and levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Improvement Area #3 Improvements (as defined herein), (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds; and

WHEREAS, the City Council now desires to issue its revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project)" (the "*Bonds*"), such Bonds being payable solely from the Trust Estate and for the purposes set forth in this preamble; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "*Trust Estate*"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, including all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

IN ADDITION, the Bonds are special, limited obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners of the Bonds shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"*Account*", in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and "*Accounts*", in the plural, means, collectively, all of the accounts established pursuant to Section 6.1 of this Indenture.

"*Actual Costs*" mean with respect to Authorized Improvements, the Developer's demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Costs may include: (1) the costs incurred by or on behalf of the Developer (either directly or through affiliates) 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) construction management fees equal to 4% of costs; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, taxes, and governmental fees and charges.

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

"*Additional Interest Rate*" means the 0.50% additional interest charged on the Assessments pursuant to Section 372.018 of the PID Act.

"*Administrative Fund*" means that Fund established by Section 6.1 of this Indenture and administered pursuant to Section 6.9 of this Indenture.

"*Administrator*" means an employee or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

"*Annual Collection Costs*" mean the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of PID Bonds, and the construction, operation, and maintenance of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants,

financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments, including the costs of foreclosure; (4) preparing and maintaining records with respect to the Assessment Roll and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"*Annual Debt Service*" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year (excluding interest paid from funds on deposit in the Capitalized Interest Account of the Bond Fund), assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"*Annual Installment*" means, with respect to each Parcel of Assessed Property, each annual payment of: (i) the principal of and interest on the Assessments as shown on the Assessment Roll or in an Annual Service Plan Update, and as shown in Exhibit J-2 to the Service and Assessment Plan, and calculated as provided in Section VI of the Service and Assessment Plan, (ii) Annual Collection Costs and (iii) the Additional Interest.

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

"*Applicable Laws*" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States of America, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"*Assessed Property*" means the property located in the Improvement Area #3 that benefit from the Improvement Area #3 Improvements, and is defined as the "Improvement Area #3 Assessed Property" in the Service and Assessment Plan.

"*Assessment Ordinance*" means the ordinance adopted by the City Council on March 24, 2026, as may be amended or supplemented, that levied the Assessments on the Assessed Property.

"*Assessment Revenues*" means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"*Assessment Roll*" means the "Improvement Area #3 Assessment Roll", which document is attached to the Service and Assessment Plan as Exhibit J-1, as updated, modified or amended from time to time.

"*Assessments*" means an assessment levied against Assessed Property based on the special benefit conferred on such Parcels by the Improvement Area #3 Improvements.

"*Attorney General*" means the Attorney General of the State.

"*Authorized Denomination*" means $25,000 and any integral multiple of $1,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than $25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect.

"*Authorized Improvements*" mean those improvements authorized by Section 372.003 of the PID Act and to be constructed within Improvement Area #3 for which Assessments are levied, including those described in the Service and Assessment Plan, and identified as the "Improvement Area #3 Improvements" in the Service and Assessment Plan.

"*Bond*" means any of the Bonds.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"*Bond Fund*" means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4 of this Indenture.

"*Bond Ordinance*" means the ordinance adopted by the City Council on March 24, 2026 authorizing the issuance of the Bonds pursuant to this Indenture.

"*Bond Pledged Revenue Account*" means the Account in the Pledged Revenue Fund established pursuant to Section 6.1 of this Indenture.

"*Bond Year*" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project)" and, in the event the City issues Refunding Bonds pursuant to Section 13.2 hereof, the term "Bonds" shall include such Refunding Bonds.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

"*Capitalized Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Certificate for Payment*" means, with respect to payment or reimbursement of Improvement Area #3 Improvements, a certificate substantially in the form of Exhibit D-1

attached to the Reimbursement Agreement and executed by a Person approved by the City Representative that is delivered to the City Representative and the Trustee specifying the amount of work performed and the Improvement Area #3 Improvements thereof, and requesting payment for such Improvement Area #3 Improvements from money on deposit in the Improvement Area #3 Bond Improvement Account of the Project Fund as further described in the Reimbursement Agreement and Section 6.5 of this Indenture.

"*City Certificate*" means written instructions by the City, executed by a City Representative.

"*City Representative*" means that official or agent of the City authorized by the City Council to undertake the action referenced herein.

"*Code*" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"*Comptroller*" means the Comptroller of Public Accounts of the State.

"*Costs of Issuance Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*Defeasance Securities*" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"*Delinquency and Prepayment Reserve Account*" means the reserve account administered by the City and segregated from other funds of the City and established by Section 6.1 of this Indenture.

"*Delinquency and Prepayment Reserve Requirement*" means an amount equal to 5.5% of the principal amount of the Outstanding Bonds to be funded from the Additional Interest deposited to the Pledged Revenue Fund and transferred to the Delinquency and Prepayment Reserve Account.

"*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 the Service and Assessment Plan, including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"*Delivery Date*" means April 22, 2026, which is the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

"*Designated Payment/Transfer Office*" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, which shall initially be located in Houston, Texas, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"*Developer*" means CADG Hurricane Creek, LLC, a Texas limited liability company, and any successor thereto.

"*DTC*" means The Depository Trust Company of New York, New York, or any successor securities depository.

"*DTC Participant*" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Foreclosure Proceeds*" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"*Fund*", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and "*Funds*", in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

"*Improvement Area #3*" means that portion of the District generally described in Section II of the Service and Assessment Plan and generally shown in Exhibit A-5 to the Service and Assessment Plan and as specifically described in Exhibit N-5 to the Service and Assessment Plan.

"*Improvement Area #3 Improvements*" means the Authorized Improvements which only benefit the property located in the Improvement Area #3, and are described in Section III.D and Exhibit K-4 to the Service and Assessment Plan.

"*Indenture*" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"*Independent Financial Consultant*" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"*Initial Bonds*" means the Initial Bonds authorized by Section 5.2 of this Indenture.

"*Interest Payment Date*" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing September 1, 2026.

"*Investment Securities*" means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which investments are, at

the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time. Such Investment Securities may include money market funds that are rated in either of the two highest categories by a rating agency, including funds for which the Trustee and/or its affiliates provide investment advisory or other management services; provided that such money market funds are authorized investments described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended.

"*Maximum Annual Debt Service*" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"*Other Obligations*" means any bonds, temporary notes, time warrants, or an obligation under an installment sale contract or reimbursement agreement secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within Improvement Area #3 in accordance with the PID Act.

"*Outstanding*" means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 of this Indenture and (iv) any Bond alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

"*Owner*" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 of this Indenture.

"*Parcel*" or "*Parcels*" means a parcel or parcels within the District identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

"*Paying Agent/Registrar*" means initially the Trustee, or any successor thereto as provided in this Indenture.

"*Person*" or "*Persons*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"*Pledged Funds*" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund and the Redemption Fund.

"*Pledged Revenue Fund*" means that fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.3 of this Indenture.

"*Pledged Revenues*" means, collectively, the (i) Assessment Revenues (excluding the portion of the Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds.

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

"*Principal and Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Project Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

"*Purchaser*" means the initial purchaser of the Bonds.

"*Rebatable Arbitrage*" means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

"*Rebate Fund*" means that fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.8 of this Indenture.

"*Record Date*" means the close of business on the last Business Day of the month next preceding an Interest Payment Date.

"*Redemption Fund*" means that fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.6 of this Indenture.

"*Redemption Price*" means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

"*Refunding Bonds*" means bonds issued to refund all or any portion of the Outstanding Bonds and secured by a parity lien with the Outstanding Bonds on the Pledged Revenues, as more specifically described in the Supplemental Indenture authorizing such Refunding Bonds.

"*Register*" means the register specified in Article III of this Indenture.

"*Reimbursement Agreement*" means the Remainder Area Funding and Reimbursement Agreement, Hurricane Creek Public Improvement District, by and between the City and the Developer, dated as of February 10, 2026, as may be amended and/or supplemented from time to time, which provides, in part, for the construction and maintenance of the Improvement Area #3 Improvements, the issuance of the Bonds, the payment or reimbursement of costs of

Improvement Area #3 Improvements not paid from the Project Fund, and other matters related thereto.

"*Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Reserve Fund*" means that fund established pursuant to Section 6.1 of this Indenture and administered pursuant to Section 6.7 of this Indenture.

"*Reserve Fund Obligations*" means cash or Investment Securities.

"*Reserve Account Requirement*" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of the date of issuance, and (iii) 10% of the proceeds of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to Section 6.7(c); and provided further that as a result of (1) an optional redemption pursuant to Section 4.3 or (2) an extraordinary optional redemption pursuant to Section 4.4, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the Delivery Date, the Reserve Account Requirement is $_____, which is an amount equal to the Reserve Account Requirement defined above.

"*Service and Assessment Plan*" means the document, including the Assessment Roll, which is attached as Exhibit A of the Assessment Ordinance, as may be updated, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 of this Indenture.

"*Special Record Date*" has the meaning set forth in in the form of Bond included in Section 5.2 hereof.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or Prepayment.

"*Supplemental Indenture*" means an indenture which has been duly executed by the Trustee and a City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"*Treasury Regulations*" shall have the meaning assigned to such term in Section 7.5(c).

"*Trust Estate*" means the Trust Estate described in the granting clauses of this Indenture, and the Trust Estate shall only include Pledged Revenues related to the Assessments levied on the Assessed Property within Improvement Area #3, unless the City pledges additional revenues

to the payment of the Bonds, which additional pledge may only be created in a Supplemental Indenture.

"*Trustee*" means Regions Bank, Houston, Texas, an Alabama state banking corporation with offices in Houston, Texas and authorized to do business in the State, in its capacity as trustee hereunder, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price.

Section 1.2. **Findings.**

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. **Table of Contents, Titles and Headings.**

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. **Interpretation.**

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. **Security for the Bonds.**

(a) The Bonds, as to principal, interest and redemption premium, if any, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

(b) The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Delivery Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. **Limited Obligations.**

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. **Authorization for Indenture.**

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. **Contract with Owners and Trustee.**

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. **Authorization.**

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act. The Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Improvement Area #3 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds.

Section 3.2. **Date, Denomination, Maturities, Numbers and Interest.**

(a) The Bonds shall be dated the Delivery Date and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Delivery Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below, or on a date of earlier redemption, or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2026, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest at the rates set forth below:

Year	Principal Amount	Interest Rate
20__		
20__		
20__		

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. **Conditions Precedent to Delivery of Bonds.**

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(a) a certified copy of the Assessment Ordinance;

(b) a certified copy of the Bond Ordinance;

(c) a copy of the executed Reimbursement Agreement with all executed amendments thereto;

(d) a copy of this Indenture executed by the Trustee and the City;

(e) an executed City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee;

(f) an executed Signature and No-Litigation Certificate;

(g) an executed opinion of Bond Counsel; and

(h) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4. **Medium, Method and Place of Payment.**

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State.

Section 3.5. **Execution and Registration of Bonds.**

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the

Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered on the Delivery Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Delivery Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6 **Refunding Bonds.**

(a) Except in accordance with the provisions of this Indenture, including Section 13.2, the City shall not issue additional bonds, notes or other obligations payable from any portion of the Trust Estate, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas. Except as limited by the terms of this Indenture, including Section 13.2, the City reserves the right to incur debt payable from sources other than the Trust Estate, including revenue derived from contracts with other entities, including private corporations, municipalities and political subdivisions issued particularly for the purchase, construction, improvement, extension, replacement, enlargement or repair of the facilities needed in performing any such contract.

(b) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption or mature on September 1 of the years in which such principal is scheduled to be paid. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 1 and September 1. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture.

(c) Upon their authorization by the City, the Refunding Bonds of a series issued under this Section 3.6 and in accordance with Article IV hereof shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee the items required by Section 3.3 above.

Section 3.7. **Ownership.**

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.8. **Registration, Transfer and Exchange.**

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this

Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.9. **Cancellation.**

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, the Trustee shall dispose of cancelled Bonds in accordance with its record retention policies.

Section 3.10. **Temporary Bonds.**

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the City shall issue and the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the City shall issue and the Trustee, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.12. **Book-Entry-Only System.**

(a) The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the blanket issuer letter of representations from the City to DTC. On the Delivery Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.13. **Successor Securities Depository: Transfer Outside Book-Entry-Only System.**

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the blanket issuer letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to

their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.14. **Payments to Cede & Co.**

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. **Limitation on Redemption.**

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. **Mandatory Sinking Fund Redemption.**

(a) The Bonds maturing on September 1 in each of the years 20__, 20__ and 20__ (collectively, the "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedules:

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* Stated Maturity.

(b) At least thirty (30) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by this Indenture, the Trustee shall select by lot, or by any other customary method that results in a random selection, a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such mandatory sinking fund redemption, as provided in Section 4.6.

(c) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 30 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The Sinking Fund Installments of Term Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced in integral multiples of $1,000 by any portion of such Bonds, which, at least 30 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the

optional redemption or extraordinary optional redemption provisions in Sections 4.3 and 4.4, respectively, hereof, and not previously credited to a mandatory sinking fund redemption.

Section 4.3. **Optional Redemption.**

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 1, 2032, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. **Extraordinary Optional Redemption.**

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(c)) or any other transfers to the Redemption Fund under the terms of this Indenture.

Section 4.5. **Partial Redemption.**

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds may be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by $1,000. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) If less than all of the Bonds are called for optional redemption pursuant to Section 4.3 hereof, the Trustee shall rely on directions provided in a City Certificate in selecting the Bonds to be redeemed.

(c) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

(d) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. **Notice of Redemption to Owners.**

(a) Upon written direction from the City to the Trustee of the exercise of any redemption provision provided hereunder, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

(e) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. Upon written direction from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Section 4.7. **Payment Upon Redemption.**

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. **Effect of Redemption.**

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions

thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. **Form Generally.**

(a) The Bonds, including the Registration Certificate of the Comptroller, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. **Form of the Bonds.**

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED	United States of America	REGISTERED
NO. _____	State of Texas	$_____

CITY OF ANNA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2026
(HURRICANE CREEK PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA #3 PROJECT)

INTEREST RATE	MATURITY DATE	DELIVERY DATE	CUSIP NUMBER
_____%	September 1, 20__	April 22, 2026	_____

The City of Anna, Texas (the "*City*"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Delivery Date, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2026.

Capitalized terms appearing herein that are defined terms in the Indenture (defined below) have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Houston, Texas (the "*Designated Payment/Transfer Office*"), of

Regions Bank, as trustee and paying agent/registrar (the "*Trustee*"), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the close of business on the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated as of the Delivery Date and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of April 1, 2026 (the "*Indenture*"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Improvement Area #3 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

IN THE INDENTURE, THE CITY HAS RESERVED THE RIGHT to issue Refunding Bonds payable from and secured by a lien on and pledge of the sources described above on a parity with this Bond.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of $25,000 and any multiple of $1,000 in excess thereof ("*Authorized Denominations*"). Except to the extent permitted by the Indenture, the City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than $25,000, and any attempt to do so will be void and of no effect.

The Bonds maturing on September 1 in the years 20__, 20__ and 20__ (collectively, "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective sinking fund installments as set forth in the following schedules:

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

Term Bonds maturing September 1, 20__

Redemption Date	Sinking Fund Installment Amount
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* Stated Maturity.

At least thirty (30) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The Sinking Fund Installments of Term Bonds required to be redeemed on any mandatory sinking fund redemption shall be reduced in integral multiples of $1,000 by any portion of such Bonds, which, at least 30 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in the Indenture and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any date, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture.

If less than all of the Bonds are to be redeemed, Bonds may be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by $1,000. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

If less than all of the Bonds are called for optional redemption, the Trustee shall rely on directions provided in a City Certificate in selecting the Bonds to be redeemed.

If less than all of the Bonds are called for extraordinary optional redemption, the Bonds to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Upon written direction from the City to the Trustee of the exercise of any redemption provision provided under the Indenture, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or portion thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The City has the right to rescind any optional redemption or extraordinary optional redemption described in the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written direction from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, COLLIN COUNTY, TEXAS, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the

total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

City Secretary	Mayor

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

REGIONS BANK,
as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

_____

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate"

(Information to be inserted from Section 3.2(c)); and

(iii) the Initial Bond shall be numbered T-1.

Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through CUSIP Global Services, managed by S&P Global Markets Intelligence on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. Except as authorized under Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than $25,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $25,000, and any attempt to accomplish either of the foregoing shall be void and of no effect. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Bondholders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **Legal Opinion.**

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. **Establishment of Funds and Accounts.**

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Account is hereby created and established under the Bond Fund:

(A) Principal and Interest Account; and

(B) Capitalized Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Delinquency and Prepayment Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Improvement Area #3 Bond Improvement Account; and

(B) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. **Initial Deposits to Funds and Accounts.**

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $_____;

(ii) to the Reserve Account of the Reserve Fund: $_____, which is equal to the initial Reserve Account Requirement;

(iii) to the Costs of Issuance Account of the Project Fund: $_____;

(iv) to the Improvement Area #3 Bond Improvement Account of the Project Fund: $_____; and

(v) to the Administrative Fund: $_____.

Section 6.3. **Pledged Revenue Fund.**

(a) Periodically upon receipt thereof, the City shall transfer or cause to be transferred, pursuant to a City Certificate provided to the Trustee for deposit to the Pledged Revenue Fund the Assessments and Annual Installments, other than the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund in accordance with Section 6.9 hereof. Following such deposit to the Pledged Revenue Fund, the City shall transfer or cause to be transferred pursuant to a City Certificate provided to the Trustee the following amounts from the Pledged Revenue Fund to the following Accounts: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund, an amount sufficient to pay debt service on the Bonds next coming due, and (ii) second, if necessary, to the Reserve Account of the Reserve Fund, an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement. Notwithstanding the foregoing, the Additional Interest shall only be utilized for the purposes set forth in Section 6.7 hereof and, immediately following the initial deposit to the Pledged Revenue Fund, prior to any other transfers or deposits being made under this Section 6.3(a), if the Delinquency and Prepayment Reserve Account of the Reserve Fund does not contain the Delinquency and Prepayment Reserve Requirement and Additional Interest is collected, then all such Additional Interest will be transferred into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement is met. In addition, in the event the City owes Rebatable Arbitrage to the United States Government pursuant to Section 6.8 hereof, the City shall provide a City Certificate to the Trustee to transfer to the Rebate Fund, prior to any other transfer under this Section 6.3(a), the full amount of Rebatable Arbitrage owed by the City, as further described in Section 6.10(f) hereof. If any funds remain on deposit in the Pledged Revenue Fund after the foregoing deposits are made, the City shall have the option, in its sole and absolute discretion, to use such excess funds for any one or more of the following purposes: (i) pay other costs of the Improvement Area #3 Improvements, (ii) pay other costs

permitted by the PID Act, or (iii) deposit such excess into the Redemption Fund to redeem Bonds as provided in Article IV. Along with each transfer to the Trustee, the City shall provide a certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

(d) The Trustee shall transfer Prepayments to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 promptly after deposit of such amounts into the Pledged Revenue Fund.

(e) Promptly after the deposit of Foreclosure Proceeds into the Pledged Revenue Fund, the Trustee shall transfer such Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate (first, to replenish the Reserve Account Requirement and second, to replenish the Delinquency & Prepayment Reserve Requirement), and second, to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall transfer any Pledged Revenues remaining in the Pledged Revenue Fund for the purposes set forth in Section 6.3(a) hereof, as directed by the City in a City Certificate.

Section 6.4. **Bond Fund.**

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to Section 6.7(f). Amounts so withdrawn from

the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

(d) Moneys in the Capitalized Interest Account shall be used for the payment of all interest due on the Bonds on September 1, 2026. Any amounts on deposit to the Capitalized Interest Account after the foregoing payments shall be transferred to the Improvement Area #3 Bond Improvement Account of the Project Fund, or if the Improvement Area #3 Bond Improvement Account of the Project Fund has been closed as provided in Section 6.5(d), such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.5. **Project Fund.**

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1.

(b) (1) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates.

(2) Disbursements from the Improvement Area #3 Bond Improvement Account of the Project Fund to pay Improvement Area #3 Improvements shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment. The funds from the Improvement Area #3 Bond Improvement Account of the Project Fund shall be disbursed in accordance with a Certificate for Payment for Improvement Area #3 Improvements as described in the Reimbursement Agreement. Each such Certificate for Payment shall include a list of the payees and the payments to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such Certificate for Payment or in the invoices submitted therewith and the Trustee may rely on such payment instructions with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

(c) Except as provided in Section 6.5(d), (f) and (i), money on deposit in the Improvement Area #3 Bond Improvement Account of the Project Fund shall be used solely to pay Improvement Area #3 Improvements.

(d) If the City Representative determines in his or her sole discretion that certain amounts then on deposit in the Improvement Area #3 Bond Improvement Account are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #3 Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #3 Bond Improvement Account will ever be expended for the purposes of the Project Fund, the

City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #3 Bond Improvement Account that are not expected to be used for purposes of the Project Fund. If such City Certificate is so filed, the identified amounts on deposit in the Improvement Area #3 Bond Improvement Account shall be transferred to the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfer, the Improvement Area #3 Bond Improvement Account of the Project Fund shall be closed.

(e) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(f) Upon the filing of a City Certificate stating that all Improvement Area #3 Improvements have been completed and that all Improvement Area #3 Improvements have been paid, or that any Improvement Area #3 Improvements are not required to be paid from the Project Fund pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Area #3 Bond Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4 as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfer, the Improvement Area #3 Bond Improvement Account of the Project Fund shall be closed.

(g) Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Improvement Area #3 Bond Improvement Account of the Project Fund and used to pay Improvement Area #3 Improvements or to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Certificate filed with the Trustee, and the Costs of Issuance Account shall be closed.

(h) In the event the Developer has not completed the Improvement Area #3 Improvements by April 22, 2031, then the City shall provide written direction to the Trustee to transfer all funds on deposit in the Improvement Area #3 Bond Improvement Account to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof. Upon such transfers, the Improvement Area #3 Bond Improvement Account of the Project Fund shall be closed.

(i) In providing any disbursement under this Section, the Trustee may conclusively rely as to the completeness and accuracy of all statements in such Certificate for Payment if such certificate is signed by a City Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. The execution of any Certificate for Payment by a City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 6.6. **Redemption Fund.**

The Trustee, pursuant to a City Certificate, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4.

Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. **Reserve Fund.**

(a) The City agrees with the Owners of the Bonds to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account on March 1 of each year, commencing March 1, 2027, an amount the City confirms to the Trustee is equal to the Additional Interest until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account; provided, however, that at any time the amount on deposit in the Delinquency and Prepayment Reserve Account is less than Delinquency and Prepayment Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has accumulated in the Delinquency and Prepayment Reserve Account. In transferring the amounts pursuant to this Section, the Trustee may conclusively rely on a City Certificate (which shall be based on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan) unless and until it receives a City Certificate directing that a different amount be used. Whenever a transfer is made from the Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds. The Additional Interest shall continue to be collected and deposited pursuant to this Section 6.7 until the Bonds are no longer Outstanding.

(b) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) In the event of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4, the Trustee, pursuant to a City Certificate, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of $1,000, from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4, unless within thirty days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, (iii) to the Improvement Area #3 Bond Improvement Account of the Project Fund to pay Improvement Area #3 Improvements if such application and the expenditure of funds is expected to occur within three years of the date hereof, or (iv) to the Redemption Fund to be applied to the redemption of Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amounts on deposit in the Delinquency and Prepayment Reserve Account exceed the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and such excess shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.4. In the event that the Trustee does not receive a City Certificate directing the transfer of such excess to the Administrative Fund within 45 days of providing notice to the City of such excess, the Trustee shall transfer such excess to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer in full compliance with this Section.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency and Prepayment Reserve Account of the Reserve Fund and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Delinquency and Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds on the next date the Bonds may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds as

of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds on such date.

Section 6.8. **Rebate Fund: Rebatable Arbitrage.**

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the City's federal tax certificate for the Bonds, as further set forth in written directions from the City to the Trustee. The Trustee may conclusively rely on such written instructions as set forth in this Section and shall not be responsible for any loss or liability resulting from the investment of funds under this Section, but only so long as the Trustee follows such written instructions in all respects.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. **Administrative Fund.**

(a) Periodically upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

Section 6.10. **Investment of Funds.**

(a) Money in any Fund or Account, other than the Reserve Fund, shall be invested by the Trustee in Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average

weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification, upon which the Trustee may conclusively rely without investigation or inquiry, that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee is hereby directed to invest and re-invest cash balances in Morgan Stanley, Fidelity or Federated family of funds, but only so long as such funds are authorized investments and permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, and only so long as such investments constitute Investment Securities and the money required to be expended from any Fund will be available at the proper time or times.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as directed by the City in writing.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments comply with Section 6.10(a) above. The parties acknowledge that the Trustee is not providing investment supervision, recommendations, or advice.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security

transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebatable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebatable Arbitrage owed by the City. The City Certificate shall specify the amount to the transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. **Security of Funds.**

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. **Confirmation of Assessments.**

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the Assessed Property from which the Assessment Revenues will be collected and received.

Section 7.2. **Collection and Enforcement of Assessments.**

(a) For so long as any Bonds are Outstanding, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissib1e under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments.

(b) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and

interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessments or the corresponding particular Assessed Property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. **Against Encumbrances.**

(a) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds and any Refunding Bonds issued to refund all or a portion of the Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4. **Records, Accounts, Accounting Reports.**

The City hereby covenants and agrees that so long as any Bonds are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than twenty days after the City receives such request.

Section 7.5. **Covenants Regarding Tax Exemption of Interest on Bonds.**

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not

received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of refunding bonds, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the

Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the Delivery Date) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to assure that the proceeds of the Bonds will be used solely for new money projects; and

(11) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) In order to facilitate compliance with the above covenant (a)(9), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager and Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Improvement Area #3 Improvements on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Area #3 Projects are completed; but in no event later than three years after the date

on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the Delivery Date, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. **Liability of City.**

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and, except for the Trust Estate, no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. **Acceptance of Trust; Trustee as Registrar and Paying Agent.**

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and with respect to the Bonds.

Section 9.2. **Trustee Entitled to Indemnity.**

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder, or to deliver any notice when required hereunder. To the extent permitted by law and during the occurrence of an Event of Default, the Trustee shall be entitled to indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers as Trustee, and in such case the Trustee may make transfers from the Pledged Revenue Fund and Administrative Fund, and to the extent money in the Administrative Fund is insufficient, from the Pledged Revenue Fund, to pay all fees, costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. **Responsibilities of the Trustee.**

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate

under the Code; (v) any loss suffered in connection with any investment of funds in accordance with this Indenture; or (vi) to undertake any other action unless specifically authorized pursuant to a written direction by the City or pursuant to this Indenture.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his/her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #3 Improvements. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(d) The Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture.

(f) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(g) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refiling of this Indenture in connection therewith, or for the validity of the execution by the City

of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(h) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

Section 9.4. **Property Held in Trust.**

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. **Trustee Protected in Relying on Certain Documents.**

(a) The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant that the Trustee shall in good faith reasonably believe to be qualified in relation to the subject matter or is selected by the City in accordance with this Indenture, and the Trustee shall be under no duty to make any investigation or inquiry into, and shall not be deemed to have knowledge of, any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel selected by the Trustee with due care that is nationally recognized in the field of municipal bond law, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City

Certificate shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. **Compensation.**

Unless otherwise provided by contract with the Trustee, the Trustee, at the written direction of the City, shall transfer from the Administrative Fund, the previously determined and agreed upon, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar and extraordinary services rendered, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, all pursuant to a City Certificate and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Certificate, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trustee has reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee shall make such payment from lawfully available funds in the Administrative Fund, and to the extent moneys in the Administrative Fund are insufficient then from any moneys in its possession under the provision of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder. The right of the Trustee to fees, expenses, and indemnification, to the extent permitted by law, shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. **Permitted Acts.**

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority of the Bonds. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be liable for any permissive actions taken except as a consequence of its own negligence or misconduct.

Section 9.8. **Resignation of Trustee.**

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 60 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such

resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor. Notwithstanding the foregoing, if, after 60 days following receipt of the notice, the City has not appointed a successor Trustee, the Trustee may apply to a court of competent jurisdiction to appoint a successor Trustee, at no expense to the City, and such resignation shall take effect upon the court's appointment of a successor Trustee.

Section 9.9. **Removal of Trustee.**

The Trustee may be removed at any time by (i) the Owners of at least a majority in aggregate Outstanding principal amount of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% in aggregate Outstanding principal amount of the Bonds.

Section 9.10. **Successor Trustee.**

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 50% of the aggregate Outstanding principal amount of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith (and in no event in excess of 30 days after such vacancy occurs) appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners.

(c) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem

proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment as Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. **Transfer of Rights and Property to Successor Trustee.**

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and, upon the receipt of payment of its outstanding charges, shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. **Merger, Conversion or Consolidation of Trustee.**

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. **Trustee To File Continuation Statements.**

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided herein, and such pledge is, under current law, valid, effective

and perfected. If necessary, the Trustee shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "*UCC*"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC; provided unless the Trustee is otherwise notified by the City, the Trustee may conclusively rely upon the initial filing statements delivered to it in filing any continuation statements hereunder. The Trustee is not responsible for the initial filing of any financing statements. The City shall timely delivery a copy of such filed financing statement, if any, to the Trustee.

Section 9.14. **Accounts, Periodic Reports and Certificates.**

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. **Construction of Indenture.**

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

Section 9.16. **Offering Documentation.**

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared or distributed with respect to the Bonds and, except as otherwise provided in the Continuing Disclosure Agreement of the Issuer, shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. **Amendments Permitted.**

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of the Bonds of at least a majority of the aggregate principal amount of the Bonds then Outstanding and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the

City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate, or any portion thereof, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except for the issuance of Refunding Bonds or as otherwise permitted by Applicable Laws or this Indenture), or (iii) reduce the percentage of Owners of the Bonds required for the amendment hereof. Any such amendment shall not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law, and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to set forth additional provisions, if deemed necessary or advisable, in connection with the issuance of Refunding Bonds permitted under the terms of this Indenture; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Section 10.2. **Owners' Meetings.**

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt reasonable rules and regulations for the conduct of said meeting; provided, however, that the same may not conflict with the terms of this Indenture. Without limiting the generality of the immediately preceding sentence, such rules and regulations may not reduce the percentage of Owners of Bonds required for the amendment of this Indenture as provided herein.

Section 10.3. **Procedure for Amendment with Written Consent of Owners.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such

Supplemental Indenture, together with a request to Owners for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. **Procedure for Amendment Not Requiring Owner Consent.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. The City shall direct the Trustee to provide a copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, mailed by first class mail to each Owner of Bonds, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental

Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds as of the date of such execution and delivery.

Section 10.5. **Effect of Supplemental Indenture.**

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. **Endorsement or Replacement of Bonds Issued After Amendments.**

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.7. **Amendatory Endorsement of Bonds.**

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.8. **Waiver of Default.**

With the written consent of the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.9. **Execution of Supplemental Indenture.**

(a) In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

(b) No such amendment shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee

shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (i) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (ii) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (iii) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. **Events of Default.**

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture, other than a default under (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and which shall give such notice at the written request of the Owners of not less than 51% in aggregate Outstanding principal amount of the Bonds; provided, however, if the default stated in the notice is capable of cure but cannot reasonably be cured within the applicable period, the City shall be entitled to a further extension of time reasonably necessary to remedy such default so long as corrective action is instituted by the City within the applicable period and is diligently pursued until such failure is corrected, but in no event for a period of time of more than one hundred eighty (180) days after such notice; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

The Trustee shall not be charged with knowledge of (a) any events or other information, or (b) any default under this Indenture or any other agreement unless a responsible officer of the Trustee shall have actual knowledge thereof.

Section 11.2. **Immediate Remedies for Default.**

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than 51% in aggregate Outstanding principal amount of the Bonds hereunder shall proceed, to protect and enforce the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate, and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the reasonable judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. **Restriction on Owner's Action.**

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any

other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing as provided in Section 11.1, or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of not less than 51% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by its counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. **Application of Revenues and Other Moneys After Default.**

(a) All moneys, securities, funds, Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according

to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due or Redemption Price and to the Owners entitled thereto, without any discrimination or preference.

The Trustee shall make payments to the Owners pursuant to this Section 11.4 within thirty (30) days of receipt of such good and available funds, and the record date shall be the date the Trustee receives such good and available funds.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. **Effect of Waiver.**

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. **Evidence of Ownership of Bonds.**

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before

such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. **No Acceleration.**

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. **Mailing of Notice.**

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. **Exclusion of Bonds.**

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. **Representations as to Trust Estate.**

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. **General.**

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. **Further Assurances; Due Performance.**

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. **Other Obligations or Other Liens; Refunding Bonds.**

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Other Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate, or any portion thereof.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, or subordinate lien obligations permitted hereunder, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, or any portion thereof, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Notwithstanding any contrary provision of this Indenture but subject to Section 7.3, the City shall not issue additional bonds, notes or other obligations under this Indenture, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than Refunding Bonds and subordinate lien obligations permitted hereunder. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding

Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State.

Section 13.3. **Books of Record.**

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Trust Estate and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. **Trust Irrevocable.**

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. **Satisfaction of Indenture.**

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. **Bonds Deemed Paid.**

(a) Any Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities that mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees,

compensation, and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds and shall not be part of the Trust Estate. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

(c) Until all Defeased Debt shall have become due and payable, the Trustee and the Paying Agent/Registrar each shall perform the services of Trustee and Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Indenture.

ARTICLE XV

MISCELLANEOUS

Section 15.1. **Benefits of Indenture Limited to Parties.**

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. **Successor is Deemed Included in All References to Predecessor.**

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the

City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. **Execution of Documents and Proof of Ownership by Owners.**

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. **No Waiver of Personal Liability.**

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. **Notices to and Demands on City and Trustee.**

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City	City of Anna, Texas 120 W. 7th St. Anna, Texas 75409 Attn: Director of Finance Telephone: (972) 924-3325

If to the Trustee, initially also acting in the capacity of Paying Agent/Registrar	Regions Bank 1717 McKinney Avenue Dallas, Texas 75202 Attn: Corporate Trust Services Telephone: (214) 220-6158

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Owner of a Bond notice of the redemption or defeasance of all Bonds Outstanding.

Section 15.6. **Partial Invalidity.**

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that anyone or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. **Applicable Laws.**

This Indenture shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State. Venue and exclusive jurisdiction for any action to enforce or construe this Indenture shall be a state court of competent jurisdiction in Collin County, Texas or any federal court with diversity jurisdiction.

Section 15.8. **Payment on Business Day.**

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. **Reimbursement Agreement Amendments and Supplements.**

The City and the Developer may amend and supplement the Reimbursement Agreement from time to time without the consent or approval of the Owners or the Trustee.

Section 15.10. **Counterparts.**

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.11. **Texas Government Code Verifications.**

(a) The Trustee makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

(1) Not a Sanctioned Company. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(2) No Boycott of Israel. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(3) No Discrimination Against Firearm Entities. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(4) No Boycott of Energy Companies. The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF ANNA, TEXAS

By: _____
Pete Cain, Mayor
City of Anna, Texas

Attest:

_____
Carrie L. Land, City Secretary
City of Anna, Texas

(CITY SEAL)

REGIONS BANK,
as Trustee

By: _____
Authorized Officer

EXHIBIT B

BOND PURCHASE AGREEMENT

$[PAR AMOUNT]
CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

BOND PURCHASE AGREEMENT

March 24, 2026

City of Anna, Texas
120 W. 7th Street
Anna, Texas 75409

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Anna, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and Regions Bank, an Alabama state banking corporation with offices in Houston, Texas, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of the Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[PAR AMOUNT] aggregate principal amount of the "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds less an original issue discount of $_____ and an Underwriter's discount of $_____).

Inasmuch as the purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and

agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from any other party to this Agreement, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #3 Improvements (as defined in the Service and Assessment Plan) financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated April 1, 2026 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on April 22, 2026 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an Ordinance enacted by the City Council of the City (the "City Council") on March 24, 2026 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of April 1, 2026, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the proceeds of Assessments (as such term is defined in the Limited Offering Memorandum) levied on the assessable parcels within Improvement Area #3 of the Hurricane Creek Public Improvement District (the "District"). The District was established by a resolution enacted by the City Council on November 13, 2018 (the "Creation Resolution"), in accordance with the Act. A 2026 Amended and Restated Service and Assessment Plan (the "Service and Assessment Plan") which sets forth the costs of the Improvement Area #3 Improvements and the method of payment of the Assessments was adopted pursuant to an ordinance of the City Council on March 24, 2026 (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture, and the Bond Ordinance, the "Authorizing Documents") and such document, as so updated, is referred to herein as The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the costs of the Improvement Area #3 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 11 hereof. On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel the Issue Price Certificate, in substantially the form attached hereto as Appendix B.

4. Limited Offering Memorandum.

(a) Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [PLOM DATE], 2026, (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

(c) Use of Limited Offering Memorandum in Offering and Sale. The City

hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, (i) the City makes no representations with respect to the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — Status of Development and Plan of Finance," and "— Homebuilders in Improvement Area #3," "BOOK-ENTRY ONLY SYSTEM," "THE IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the

Improvement Area #3 Improvements and the Development), "THE ADMINISTRATOR," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and "INFORMATION RELATING TO THE TRUSTEE." If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access ("EMMA") system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

(f) Limited Offering. The Underwriter hereby represents, warrants and covenants that the bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein)) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

5. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

(a) Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into:

(1) this Agreement;

(2) the Indenture;

(3) the First Amended and Restated Villages of Hurricane Creek Subdivision Improvement Agreement between the City and CADG Hurricane Creek, LLC, a Texas limited liability company (the "Developer") effective as August 28, 2018, as amended by that Second Amended Villages of Hurricane Creek Subdivision Improvement Agreement effective as of November 13, 2018, as further amended by the Third Amended Villages of Hurricane Creek Subdivision Improvement Agreement effective as of February 12, 2019, and as further amended by the Fourth Amended Villages

of Hurricane Creek Subdivision Improvement Agreement effective as of December 8, 2020, and as further amended by that certain Fifth Amendment to Villages of Hurricane Creek Subdivision Improvement Agreement effective as of _____, 2026 (together, the "Development Agreement");

(4) the Remainder Area Funding and Reimbursement Agreement, Hurricane Creek Public Improvement District, entered into and effective as of February 10, 2026 between the City and the Developer, as may be amended and/or supplemented from time to time (the "Reimbursement Agreement");

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of April 1, 2026 (the "City Continuing Disclosure Agreement"), executed and delivered by the City, P3Works, LLC (the "Administrator"), and Regions Bank, an Alabama state banking corporation, as Dissemination Agent; and

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Reimbursement Agreement, (5) the City Continuing Disclosure Agreement, (6) the Limited Offering Memorandum, and (7) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (7) being referred to collectively herein as the "City Documents").

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

(c) Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the

other City Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.

(d) No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the City is not, and as of the Closing Date the City will not be, in material breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties securing the Bonds or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the

Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(g) Assessments. The Assessments constituting the security for the Bonds have been or will be levied by the City on the date hereof in accordance with the Act on those parcels of land identified in the Assessment Roll for Improvement Area #3 (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

(h) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

(i) Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein under the captions and subcaptions "PLAN OF FINANCE — Status of Development and Plan of Finance," and "— Homebuilders in Improvement Area #3," "BOOK-ENTRY ONLY SYSTEM," "THE IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it

pertains to the Developer, the Improvement Area #3 Improvements and the Development), "THE ADMINISTRATOR," "LEGAL MATTERS — Litigation — The Developer," and "CONTINUING DISCLOSURE – The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and "INFORMATION RELATING TO THE TRUSTEE."

(k) Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of DTC, or its book-entry-only system, and (ii) the City makes no representation with respect to the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein under the captions and subcaptions "PLAN OF FINANCE — Status of Development and Plan of Finance," and "— Homebuilders in Improvement Area #3," "BOOK-ENTRY ONLY SYSTEM," "THE IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #3 Improvements and the Development), "THE ADMINISTRATOR," "LEGAL MATTERS — Litigation — The Developer," and "CONTINUING DISCLOSURE – The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," and "INFORMATION RELATING TO THE TRUSTEE;" and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with Rule 15c2-12. During the past five years, the City has substantially complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

(n) Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(o) Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(p) Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

(q) Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing Date it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Municipal Advisor. The City has engaged Hilltop Securities Inc. as its Municipal advisor in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

6. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 9(e) hereof.

7. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton L.L.P. ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter for inspection not less than twenty-four (24) hours prior to the Closing.

8. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

(a) Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Counsel to the Underwriter, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Boghetich Law, PLLC ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Reimbursement Agreement, the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of April 1, 2026 (the "Continuing Disclosure Agreement of the Developer") executed and delivered by the Developer, Regions Bank, as Dissemination Agent, and P3Works, LLC (collectively, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City

Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #3 Improvements and the Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(e) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or order (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or no-action letter by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of

the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, amended and then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance services is not in force on the date hereof; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments to pay principal or interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or

increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred;

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the United States Securities and Exchange Commission (the "SEC") or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 (the "Securities Exchange Act") and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

9. Closing Documents. At or prior to the Closing Date, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

(a) Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix C to the Limited Offering Memorandum, dated as of the Closing Date and addressed to the Underwriter.

(b) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, which provides that the Underwriter may rely upon the opinion of Bond Counsel delivered in accordance with the provisions of Section 9(a) hereof, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS" (except for the second paragraph under the subcaption "General"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE – The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," and "APPENDIX A – Form of Indenture" and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has, or at the time of the adoption thereof had, full power and authority to adopt the Creation Resolution, the Assessment Ordinance and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Development Agreement, the Reimbursement Agreement, the City Continuing Disclosure Agreement and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due

authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.

(c) City Legal Opinion. An opinion of Wolfe, Tidwell & McCoy, LLC (the "City Attorney"), dated the Closing Date and addressed to the Underwriter, the Underwriter's Counsel, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

(d) Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the City Attorney, the Underwriter, Underwriter's Counsel and the Trustee.

(e) Developer Certificate. The certificate of the Developer dated as of the Closing Date, signed by an authorized officer of Developer in substantially the form of Appendix E hereto.

(f) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to the best of an authorized City official's knowledge:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such persons, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Improvement Area #3 Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(g) Trustee's Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee was founded as an Alabama state banking corporation organized under the laws of the State of Alabama, and has not been dissolved, cancelled, or terminated, and has the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(h) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Greenberg Traurig, LLP, counsel to the Underwriter, to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with Bond Counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the City Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the City Continuing Disclosure Agreement have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date

contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(j) Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(k) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(l) Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(m) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

(n) Continuing Disclosure Agreements. The City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix D-1 and Appendix D-2.

(o) Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto addressed to the City, Bond Counsel, the Underwriter, counsel to the Underwriter and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within Improvement Area #3 of the District.

(p) Letter of Representation of Administrator. Letter of Representation of the Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, counsel to the Underwriter, and the Trustee or in form otherwise agreed upon by the Underwriter.

(q) Evidence of Filing of Assessment Ordinance. Evidence that the Assessment Ordinance, including the Assessment Roll for Improvement Area #3 of the District, have been filed of record in the real property records of Collin County, Texas.

(r) Lender Consent Certificate. Lender Consent Certificate of International Bank of Commerce consenting to and acknowledging the creation of the District, the

adoption of the Assessment Ordinance, the Levy of Assessments, and the subordination of its lien to the lien created by the Assessments in a form acceptable to the Underwriter.

(s) Rule 15c2-12 Certification. A resolution or certificate of the City (which may be included in the Bond Ordinance) whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(t) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the City Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(u) BLOR. A copy of the Blanket Issuer Letter of Representation to DTC relating to the Bonds and signed by the City.

(v) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

10. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the date of the Closing of the purchase price set forth in Section 1 hereof, the opinion of Bond Counsel described in Section 9(a) hereof, the opinion of the Attorney General described in Section 9(m) hereof, and any documents required to be delivered by the Developer.

11. Establishment of Issue Price.

(a) Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

(i) Definitions. For purposes of this Section, the following definitions apply:

(1) "Public" means any person (including an individual, trust, estate, partnership, association, company or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(2) "Participating Underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public).

(3) "Related Party" means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(4) "Sale Date" means the date of execution of this Agreement by all parties.

(ii) Issue Price Certificate. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at Closing an Issue Price Certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the initial offering price (the "Initial Offering Price") or prices or the sales price or prices to the Public of the Bonds. As applicable, all actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(iii) Substantial Amount Test. Other than those maturities of the Bonds which are designated by the Underwriter in writing in the attached Schedule I (the "Hold-the-Price Maturities"), the City will treat the Initial Offering Price at which at least ten percent (a "Substantial Amount") in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the "Substantial Amount Test") as the issue price of that maturity (or each separate CUSIP number within that maturity). At or promptly after the execution of this Agreement, the Underwriter will report to the City the price or prices at which the Participating Underwriters have offered and sold to the Public each maturity of the Bonds. If at that time the Substantial Amount Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which the Bonds have been sold by the Participating Underwriters to the Public. That reporting obligation will continue, whether or not the Closing Date has occurred, until the Substantial Amount Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the Public.

(iv) Hold-The-Price Restriction. The Underwriter agrees that it will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth

business day after the Sale Date or (ii) the date on which the Underwriter has sold a Substantial Amount of such Hold-the-Price Maturity to the Public at a price that is no higher than the Initial Offering Price of such Hold-the-Price Maturity (the "Hold-the-Price Restriction"). The Initial Offering Price of the Hold-the-Price Maturities shall be the issue price for such maturities.

The Underwriter shall promptly advise the City when the Participating Underwriters have sold a Substantial Amount of each such Hold-the-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price of such Hold-the-Price Maturity, if that occurs prior to the close of the fifth business day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph (4), the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution agreement that was employed in connection with the sale of the Bonds, the agreement of each such underwriter, dealer or broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Participating Underwriter will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-the-Price Restriction as applicable to the Bonds.

(v) Agreements Among Participating Underwriters. The Underwriter confirms that:

(1) any agreement among underwriters, any selling group agreement and each third- party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such third-party distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement

each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public, and

(2) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter, dealer or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds if that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the related pricing wires.

(b) Sale to Related Party not a Sale to the Public. The Participating Underwriters acknowledge that sales of any Bonds to any person that is a Related Party to a Participating Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to a Participating Underwriter purchases during the initial offering period all of a Hold-the-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer or otherwise dispose of such Bonds for at least five business days from the Sale Date, or (ii) comply with the Hold-the-Price Restriction.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's municipal advisor and legal counsel, the Trustee's counsel, Bond Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or for the benefit of the City, including but not limited to the fees and expenses of the Administrator, and (vi) the expenses incurred by or on behalf of City employees and

representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The City acknowledges that the Underwriter will pay from the Underwriter's fee applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Anna, Texas, 120 W. 7th Street, Anna, Texas 75409, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16, 18 and 23 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law and Venue Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas and venue shall lie in Collin County, Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

23. Statutory Verifications. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not

boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

24. Term of this Agreement. Except for the representations and warranties designated as surviving the term of the Agreement, the term of this Agreement shall end on the 25th day after the end of the underwriting period.

[Signatures to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

CITY OF ANNA, TEXAS

By: _____
Pete Cain, Mayor

SCHEDULE I

$[PAR AMOUNT]
CITY OF ANNA, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

Interest Accrues From: Date of Delivery

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a) (b) (c)]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a) (b) (c)]

$_____ _____% Term Bonds, Due September 1, 20__, Priced to Yield _____% [(a) (b) (c)]

(a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test", and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.

(b) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any date on or after September 1, 20__, at the redemption price of 100% of the principal amount plus accrued interest to the date of redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Term Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

$ Term Bonds Maturing September 1, 20

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__*	

$ Term Bonds Maturing September 1, 20

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__*	

* Final Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[PAR AMOUNT]
CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

DEVELOPER LETTER OF REPRESENTATIONS

March 24, 2026

City of Anna, Texas
120 W. 7th Street
Anna, Texas 75409

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Anna, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[PAR AMOUNT] "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, CADG Hurricane Creek, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York, or its book-entry-only system and (ii) the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE CITY," "THE DISTRICT," "BONDHOLDERS' RISKS" (except as it pertains to the Developer, the Improvement Area #3 Improvements and the Development, as defined in the Limited Offering Memorandum), "TAX MATTERS," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and "— The City's Compliance with Prior Undertakings" and "INFORMATION RELATING TO THE TRUSTEE."

3. Developer Documents. The Developer has executed or caused the execution of and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of Developer, enforceable against the Developer in accordance with its terms:

(a) this Developer Letter of Representations;

(b) that certain Development Agreement;

(c) that certain Reimbursement Agreement; and

(d) that certain Continuing Disclosure Agreement of the Developer.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer set forth in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(c) No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which Developer is a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

(e) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(f) Preliminary Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Preliminary Limited Offering Memorandum in the maps included therein and under the captions "PLAN OF FINANCE" (excluding the subcaptions "– The Bonds" and "– Prior Bonds), THE IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DEVELOPMENT AGREEMENT," "THE DEVELOPMENT," "THE DEVELOPER," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX D-2," "APPENDIX F" and "APPENDIX G" and, to the best of the Developer's knowledge after due inquiry, under the captions "LEGAL MATTERS — Litigation — The Developer" and "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #3 Improvements and the Development) is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

(g) Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which Developer is

a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #3 Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

(h) Assignment of Reimbursement Agreement. The Developer has not assigned any of its rights under the Reimbursement Agreement to an out-of-state entity.

(i) Extraterritorial Jurisdiction. None of the real property located within the District has been removed from the extraterritorial jurisdiction of the City pursuant to Chapter 42, Subchapter D, of the Texas Local Government Code, as amended.

5. Indemnification.

(a) The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps included therein or under the captions "PLAN OF FINANCE" (excluding the subcaptions "– The Bonds" and "– Prior Bonds), THE IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DEVELOPMENT AGREEMENT," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #3 Improvements and the Development), "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX D-2," "APPENDIX F" and "APPENDIX G" or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the

indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[*Signature page to follow*]

DEVELOPER:

CADG HURRICANE CREEK, LLC,
a Texas limited liability company

By: CADG Holdings , LLC,
a Texas limited liability company
its Sole Managing Member

By: MMM Ventures, LLC
a Texas limited liability company
its Manager

By: 2M Ventures, LLC
a Delaware limited liability company
its Manager

By:_____
Name: Mehrdad Moayedi
Its: Manager

APPENDIX B

$[PAR AMOUNT]
CITY OF ANNA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc. (the "Purchaser"), hereby certifies with respect to the $[PAR AMOUNT] City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Neighborhood Improvement Area #3 Project) ("the "Bonds") issued by the City of Anna, Texas (the "Issuer"), hereby certifies, based on its records and information, as follows:

(a) [Other than the Bonds maturing in _____ (the "Hold-the-Price Maturities"), the][The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Limited Offering Memorandum relating to the Bonds.

(Add (b) and (c) only if there are Hold-the-Price Maturities)

(b) On or before the first day on which there is a binding contract ("Purchase Contract") in writing for the sale of the Bonds (the "Sale Date"), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the "Initial Offering Prices"), as listed in the final Limited Offering Memorandum relating to the Bonds.

(c) As set forth in the Purchase Contract, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Hold-the-Price Maturities until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Hold-the-Price Maturities of the Bonds to the Public at no higher price than the Initial Offering Price for such Hold-the-Price Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as **Schedule A**.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED this _____, 2026.

FMSbonds, Inc.

By: _____

Name: _____

Title: _____

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

[LETTERHEAD OF THE CITY ATTORNEY]

April 22, 2026

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Regions Bank
3773 Richmond Avenue, Suite 1100
Houston, Texas 77046

Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201

City of Anna
120 W. 7th Street
Anna, Texas 75409

$[PAR AMOUNT]
CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

Ladies and Gentlemen:

We are the City Attorney of the City of Anna, Texas (the "City") and render this opinion in connection with the issuance and sale of $[PAR AMOUNT] "City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project)" (the "Bonds"), by the City, a political subdivision of the State of Texas (the "State").

The Bonds are authorized pursuant to Ordinance No. [_____] and enacted by the City Council of the City (the "City Council") on March 24, 2026 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Amended and Restated Indenture of Trust dated as of April 1, 2026 (the "Indenture") by and between the City and Regions Bank as trustee (the "Trustee"). The Bonds are being sold to FMSbonds, Inc. pursuant to the Bond Purchase Agreement dated March 24, 2026 between the City and FMSbonds, Inc. (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 9(c) of the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed:

(a) The City's Resolution No. 2018-11-506 enacted by the City Council on November 13, 2018, (the "Creation Resolution.");

(b) The Assessment Ordinance and the Service and Assessment Plan attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

(e) The Bond Purchase Agreement;

(f) The Development Agreement;

(g) The City Continuing Disclosure Agreement;

(h) The Reimbursement Agreement; and

(i) Such other documents, records, agreements or certificates as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

The Creation Resolution, the Assessment Ordinance, the Indenture, and the Bond Ordinance shall hereinafter be collectively referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "City Documents."

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To the best of our knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Area #3 of the District pursuant to the provisions of the Assessment Ordinance, and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and are legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, or (c) the application of State law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents (other than those that have been or will be obtained prior to the delivery of the Bonds, including the opinion of the Texas Attorney General).

6. The City has duly authorized and delivered the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

7. Based upon my limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES – Assessment Methodology" and " – Assessment Amounts," "THE CITY," "THE DISTRICT," "LEGAL MATTERS – Litigation – The City," and "CONTINUING DISCLOSURE – The City" are a fair and accurate summary of the laws and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents, the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, constitutional provision, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

_____

CITY ATTORNEY

APPENDIX D

[LETTERHEAD OF BOGHETICH LAW]

April 22, 2026

City of Anna, Texas
120 W. 7th Street
Anna, Texas 75409

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Regions Bank
3773 Richmond Avenue, Suite 1100
Dallas, Texas 75248

Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P
717 North Harwood, Suite 900
Dallas, Texas 75201

Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201

$[PAR AMOUNT]
CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to CADG Hurricane Creek, LLC, a Texas limited liability company (the *"Developer")* in connection with the issuance and sale by the City of Anna, Texas (the *"City"),* of $[PAR AMOUNT] City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project) (the *"Bonds"),* pursuant to the Indenture of Trust dated as of April 1, 2026 (the *"Indenture"),* by and between the City and Regions Bank, as trustee (the *"Trustee").* Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the *Development* (as defined in the Limited Offering Memorandum) located in the City.

The Bonds are being sold by FMSbonds, Inc. (the *"Underwriter"),* pursuant to that certain Bond Purchase Agreement dated March 24, 2026 (the *"Bond Purchase Agreement"),* by and between the City and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the *"Material Documents"):*

(1) the Development Agreement;

(2) the Reimbursement Agreement;

(3) the Continuing Disclosure Agreement of the Developer and

(4) the Developer Letter of Representations;

(b) General Certificate of the Developer and the Closing Certificate of the Developer, each dated as of the date hereof (together, the "*Developer Certificate")*;

(c) The Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2026, relating to the issuance of the Bonds (the *"Preliminary Limited Offering Memorandum")*;

(d) The final Limited Offering Memorandum, dated March 24, 2026, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the *"Limited Offering Memorandum")*; and

(e) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer, the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all

documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial, administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The execution and delivery by the Developer of the Material Documents and the performance by the Developer of its obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the Developer to perform its obligations under the Material Documents to which it is a party.

2. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the Developer on or before the date hereof as a condition to the performance by the Developer of its obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

3. The Developer has duly executed and delivered each of the Material Documents to which it is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the Developer of its obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the Developer.

4. To our knowledge after reasonable inquiry, there are no actions, suits or proceedings pending or threatened against the Developer identified in the Developer Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to the validity or enforceability against it of such Material Documents or the transactions described therein.

5. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, Indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject and which have been identified in the Developer Certificate which violation, breach or default would materially adversely affect the Developer or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Material Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

6. The information set forth in the Limited Offering Memorandum under the captions *"PLAN OF FINANCE" (excluding the subcaptions "– The Bonds" and "– Prior Bonds), THE IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DEVELOPMENT AGREEMENT," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #3 Improvements and the Development), "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX D-2," "APPENDIX F" and "APPENDIX G"* adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

7. Subject to the below qualifications and based upon our participation in the preparation of the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its counsel, of the City and its counsel, and with representatives of the Developer and its lawyers, at which the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developer Certificate, as well as the representations of the Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws

change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,
Boghetich Law, PLLC

By: _____

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

CADG Hurricane Creek, LLC, a Texas limited liability company (the "Developer") DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Anna, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $[PAR AMOUNT] aggregate principal amount of Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project) (the "Bonds"), pursuant to the City's Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2026, and Limited Offering Memorandum dated March 24, 2026 (together, the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed or caused the execution of, and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) that certain Developer Letter of Representations;

(b) that certain Development Agreement; and

(c) that certain Continuing Disclosure Agreement of the Developer; and

(d) that certain Reimbursement Agreement.

6. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects as if made on the date thereof.

8. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which Developer is a party. To the Developer's knowledge, after due inquiry, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developer has reviewed and approved the information contained in the Limited Offering Memorandum in the maps included therein and under the captions ""PLAN OF FINANCE" (excluding the subcaptions "– The Bonds" and "– Prior Bonds), THE IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DEVELOPMENT AGREEMENT," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Improvement Area #3 Improvements and the Development), "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE – The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX D-2," "APPENDIX F" and "APPENDIX G" and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading respecting such Developer and the portion of the Development owned by such Developer, provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

10. The Developer is in compliance in all material respects with all provisions of applicable law in all material respects relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

11. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

12. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in Improvement Area #3 of the District owned by Developer will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

13. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the development of the Development.

14. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

15. The Developer has not assigned any of its rights under the CFA Agreement to an out-of-state entity.

16. None of the real property located within the District has been removed from the extraterritorial jurisdiction of the City pursuant to Chapter 42, Subchapter D, of the Texas Local Government Code, as amended.

Dated: April 22, 2026

[*Signature page to follow*]

DEVELOPER:

CADG HURRICANE CREEK, LLC,
a Texas limited liability company

By: CADG Holdings , LLC,
a Texas limited liability company
its Sole Managing Member

By: MMM Ventures, LLC
a Texas limited liability company
its Manager

By: 2M Ventures, LLC
a Delaware limited liability company
its Manager

By:_____
Name: Mehrdad Moayedi
Its: Manager

[*Signature page of Closing Certificate of Developer*]

APPENDIX F

[LETTERHEAD OF INTEGRA REALTY RESOURCES]

April 22, 2026

City of Anna, Texas
120 W. 7th Street
Anna, Texas 75409

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P
717 North Harwood, Suite 900
Dallas, Texas 75201

Regions Bank
3773 Richmond Avenue, Suite 1100
Dallas, Texas 75248

Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201

Re: City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, appraiser of the property contained in Improvement Area #3 of the Hurricane Creek Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of Integra Realty Resources – Dallas, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [PLOM DATE], 2026, and the Limited Offering Memorandum for the Bonds, dated on or about March 24, 2026 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Anna, Texas, as described above. The information I have provided is the real estate appraisal of the property in Improvement Area #3 of the District, located in APPENDIX E to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL — The Appraisal".

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April 22, 2026)

which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

INTEGRA REALTY RESOURCES - DALLAS

By: _____

Its: _____

APPENDIX G

[LETTERHEAD OF ADMINISTRATOR]

April 22, 2026

City of Anna, Texas
120 W. 7th Street
Anna, Texas 75409

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P
717 North Harwood, Suite 900
Dallas, Texas 75201

Regions Bank
3773 Richmond Avenue, Suite 1100
Dallas, Texas 75248

Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201

Re: City of Anna, Texas, Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of P3Works, LLC ("P3Works"), consultant in connection with the creation by the City of Anna, Texas (the "City"), of the Hurricane Creek Public Improvement District (the "District"), does hereby represent the following:

1. P3Works has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated [PLOM DATE], 2026 (the "Preliminary Limited Offering Memorandum"), and the final Limited Offering Memorandum, dated on or about March 24, 2026 (together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum"), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information P3Works provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES — Assessment Methodology" and "— Assessment Amounts," "ASSESSMENT AND COLLECTION DATA FOR THE DISTRICT," and "THE ADMINISTRATOR," and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX B to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the use of the name of our firm in

the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about April 22, 2026) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3WORKS, LLC

_____

By: _____

Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer, dated as of April 1, 2026 (this "Disclosure Agreement"), is executed and delivered by and among the City of Anna, Texas (the "Issuer"), P3Works, LLC (the "Administrator"), and Regions Bank, an Alabama state banking corporation, acting solely in its capacity as dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of April 1, 2026, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, the following capitalized terms shall have the following meanings:

"Administrator" shall have the meaning assigned to such term in the Indenture. The initial Administrator is P3Works, LLC.

"Annual Collection Costs" shall have the meaning assigned to such term in the Indenture.

"Annual Collections Report" shall mean any Annual Collections Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Annual Collections Report Filing Date" shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in subsection 4(a) of this Disclosure Agreement.

"Annual Financial Statements" shall mean audited or unaudited financial statements of the Issuer prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

"Annual Financials Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer's Fiscal Year. The Annual Financials Filing Date is currently September 30.

"Annual Information Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Information must be filed with the MSRB, which date is six (6) months after the end of the Issuer's Fiscal Year. The Annual Information Filing Date is currently March 31.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Service Plan Update" shall have the meaning assigned to such term in the Indenture.

"Assessments" shall have the meaning assigned to such term in the Indenture.

"Business Day" shall have the meaning assigned to such term in the Indenture.

"Collections Reporting Date" shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

"Delinquency Date" shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

"Developer" shall mean CADG Hurricane Creek, LLC, a Texas limited liability company.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds, dated as of April 1, 2026, executed and delivered by the Developer, the Administrator, and the Dissemination Agent.

"Disclosure Representative" shall mean the Finance Director of the Issuer or his or her designee or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Regions Bank, an Alabama state banking corporation, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Hurricane Creek Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access system currently available on the internet at http://emma.msrb.org.

"Filing Date" means, collectively, an Annual Financials Filing Date, an Annual Information Filing Date and an Annual Collections Report Filing Date, or, individually, as the context requires, an Annual Financials Filing Date, an Annual Information Filing Date or an Annual Collections Report Filing Date.

"Final Assessment Payment Date" shall mean the calendar day preceding the Delinquency Date.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the twelve-month period from October 1 through September 30.

"Improvement Area #3" shall have the meaning assigned to such term in the Indenture.

"Listed Events" shall mean any of the events listed in subsection 6(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall have the meaning assigned to such term in the Indenture.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

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

"Prepayment" shall mean the payment of all or a portion of an Assessment before the due date thereof.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Tax Year" means the calendar year, or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

"Trust Estate" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall have the meaning assigned to such term in the Indenture.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2026, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, the Annual Financial Information and the Annual Financial Statements.

(i) The Issuer shall provide or caused to be provided the Annual Financial Information to the MSRB not later than the Annual Information Filing Date; and

(ii) The Issuer shall provide or caused to be provided audited Annual Financial Statements to the MSRB not later than the Annual Financials Filing Date, or if audited Annual Financial Statements are not available by the Annual Financials Filing Date, unaudited Annual Financial Statements, provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement.

In each case, the Annual Financial Information and Annual Financial Statements may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Not later than ten (10) days prior to the applicable Filing Date, the Issuer shall provide the Annual Financial Information or Annual Financial Statements, as applicable, to the Dissemination Agent together with written direction to file such Annual Financial Information or Annual Financial Statements with the MSRB. The Dissemination Agent shall provide such Annual Financial Information or Annual Financial Statements to the MSRB not later than ten (10) days from receipt of such Annual Financial Information or Annual Financial Statements from the Issuer, but in no event later than the applicable Filing Date for such Fiscal Year.

If by the fifth (5th) day before the applicable Filing Date, the Dissemination Agent has not received a copy of the Annual Financial Information or Annual Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Financial Information or Annual Financial Statements pursuant to subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Financial Information or Annual Financial Statements, as applicable, no later than two (2) Business Days prior to the applicable Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Financial Information by the Annual Information Filing Date or the Annual Financial Statements by the Annual Financials Filing Date, as applicable, state the date by which the Annual Financial Information or Annual Financial Statements for such year will be provided and instruct the Dissemination Agent in writing to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Financial Information, Annual Financial Statements or the notice of failure to file, as applicable, to the MSRB, no later than the applicable Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than the applicable Filing Date.

(c) The Dissemination Agent, pursuant to written direction, shall:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information and the Annual Financial Statements on the dates required in subsection (a);

(ii) on behalf of the Issuer, file the Annual Financial Information and the Annual Financial Statements containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Financial Information and the Annual Financial Statements, as applicable, and the Dissemination Agent has filed such Annual Financial Information or Annual Financial Statements with the MSRB, then the Dissemination Agent shall provide written confirmation to the Issuer stating that the Annual Financial Information or Annual Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content of Annual Financial Information and Annual Financial Statements.

(a) *Annual Financial Information*. The Annual Financial Information for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Information Filing Date, the following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date(s), the interest rate(s), the original aggregate principal amount(s), the principal amount(s) remaining Outstanding, and the total interest amount due on the aggregate principal amount Outstanding;

(B) The amounts in the funds and accounts securing the Bonds and a description of the related investments; and

(C) The assets and liabilities of the Trust Estate;

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Section 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the Fiscal Year to which the information being reported relates;

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update; and

(iv) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Annual Financial Statements*. The Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financials Filing Date the audited Annual Financial Statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the audited Annual Financial Statements of the Issuer are not available by the Annual Financials Filing Date, the Issuer shall provide unaudited Annual Financial Statements of the Issuer no later than the Annual Financials Filing Date and audited Annual Financial Statements when and if available.

(c) See Exhibit B hereto for a form for submitting the information set forth in subsection 4(a) above. The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference. The Dissemination Agent has no duty or obligation to determine whether or not the information contained in any completed forms containing financial information and operating data as shown in Exhibit B provided to it has been accurately completed and shall only be required to file the forms as completed and provided to it by either the Administrator or the Issuer.

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5; provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is available when the Annual Financial Information is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Annual Collections Report Filing Date, the Issuer shall provide the Annual Collections Report to the Dissemination Agent together with written direction to file such Annual Collections Report with the MSRB. The Dissemination Agent shall provide such Annual Collections Report to the MSRB not later than ten (10) days from the date of receipt of such Annual Collections Report from the Issuer, but in no event later than the Annual Collections Report Filing Date.

If by the fifth (5th) day before the Annual Collections Report Filing Date, the Dissemination Agent has not received a copy of the Annual Collections Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Collections Report pursuant to this subsection 5(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Collections Report no later than two (2) Business Days prior to the Annual Collections Report Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Collections Report by the Annual Collections Report Filing Date, state the date by which the Annual Collections Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Collections Report or the notice of failure to file, as applicable, to the MSRB, no later than the Annual Collections Report Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later

than on the last Business Day prior to the Annual Collections Report Filing Date; or the Issuer will notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Collections Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Collections Report has been provided to the MSRB pursuant to this Disclosure Agreement, and stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the Annual Collections Report Filing Date. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the applicable Annual Collections Report Filing Date.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning on the first (1st) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the Issuer shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design, and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the Bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

Any sale by the Developer of real property within Improvement Area #3 will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent in writing to immediately file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) Business Day filing requirement.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written direction of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information.

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 6. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds, or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14, or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after the occurrence of the Listed Event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 7. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator, and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent and the Administrator may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination

occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 6(a).

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within thirty (30) days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be Regions Bank. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer. The Dissemination Agent may resign at any time with thirty (30) days' written notice to the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator, and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested in writing by the Issuer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5, or 6(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(a), and (ii) the Annual Financial Statements for the Fiscal Year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No

amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Annual Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Dissemination Agent (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction against all costs, fees, expenses and liabilities for such actions) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Developer and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Improvement Area #3, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. If the Issuer does not provide the Dissemination Agent with the Annual Financial Information or Annual

Financial Statements in accordance with Sections 3(a) and 3(b), respectively, or the Annual Collections Report in accordance with Section 5(a), the Dissemination Agent shall not be responsible for the failure to submit Annual Financial Information, Annual Financial Statements, or the Annual Collections Report, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean the Dissemination Agent has actual knowledge of any event described in Section 6 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

The Issuer, the Administrator and the Dissemination Agent agree that the legal expenses of the Dissemination Agent, which it is expressly entitled to be paid under this paragraph 12(a), are expenses which may be paid from the Annual Collection Costs.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Improvement Area #3, against any losses, expenses or liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the

provisions hereof or its duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

The Issuer, the Administrator and the Dissemination Agent agree that the legal expenses of the Administrator, which it is expressly entitled to be paid under this paragraph 12(b), are expenses which may be paid from the Annual Collection Costs.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit D which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds, or any other document related to the Bonds.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or the Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #3, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 19. Statutory Verifications**.** The Dissemination Agent and the Administrator each respectively make the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Disclosure Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or Administrator, as applicable, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

a. Not a Sanctioned Company. The Dissemination Agent and Administrator each respectively represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Dissemination Agent, Administrator and each of their respective parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Dissemination Agent and Administrator each respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator each respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, "discriminate against a firearm

entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Dissemination Agent and Administrator each respectively hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Disclosure Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 20. Disclosure of Interested Parties.

Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 21. Notice. Any written notice required to be given or made hereunder among or between any of the Issuer, the Trustee, the Administrator, the Dissemination Agent and/or Participating Underwriter, shall be given or made by e-mail, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses listed below or at such other addresses as any be specified in writing by any party hereto to the other parties hereto. If the required notice is provided or delivered by e-mail, the sender must request a read or delivery receipt from the recipient confirming that the recipient received the e-mail or the e-mail was delivered with such notice. Failure of any party to this Disclosure Agreement to provide proof of an e-mail read receipt or delivery receipt does not constitute a breach or default by such under this Disclosure Agreement.

If to the Dissemination Agent and Trustee:

Regions Bank

Attn: Corporate Trust Services
1717 McKinney Avenue
Dallas, Texas 75202

E-mail: Shawn.bednasek@regions.com

If to Administrator:		P3Works, LLC 9284 Huntington Square, Ste 100 North Richland Hills, Texas 76182
	E-mail:	admin@p3-works.com
If to the Issuer:		City of Anna
	Attn:	City Manager 120 W. 7th Street Anna, Texas 75409
	E-mail:	mmarchand@annatexas.gov
If to Participating Underwriter:		FMSbonds, Inc. 5 Cowboys Way, Suite 300-25 Frisco, Texas 75034
	E-mail:	Tdavenport@fmsbonds.com

SECTION 22. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 23. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Issuer, the Administrator, and the Dissemination Agent agree that electronic signatures to this Disclosure Agreement may be regarded as original signatures.

Signature pages follow.

CITY OF ANNA, TEXAS

By: _____
Mayor

REGIONS BANK, an Alabama state banking corporation
(as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][ANNUAL COLLECTIONS REPORT]
[AUDITED/UNAUDITED FINANCIAL STATEMENTS]

Name of Issuer:	City of Anna, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2026 (Hurricane Creek Public Improvement District Improvement Area #3 Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP NOs.]
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that the City of Anna, Texas (the "Issuer"), has not provided [an Annual Financial Information][an Annual Collections Report][audited/unaudited financial statements] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated as of April 1, 2026, by and among the Issuer, P3Works, LLC, as "Administrator," and Regions Bank, an Alabama state banking corporation, as "Dissemination Agent." The Issuer anticipates that [the Annual Financial Information][the Annual Collections Report][audited/unaudited financial statements] will be filed by _____.

Dated:_____

Regions Bank, on behalf of the City of Anna, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Anna, Texas

EXHIBIT B

CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)

ANNUAL FINANCIAL INFORMATION*

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: Regions Bank
Address: [_____]
City: [_]
Telephone: (___) ___-____
Contact Person: Attn: _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount
				–
				–
		Total		

Section 4(a)(i)(B)

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value(1)	Book Value(1)	Market Value(1)

(1) As such information is provided by the Trustee.

*Excluding audited financial statements of the Issuer

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF TRUST ESTATE

Cash Position of Trust Estate for statements dated September 30, 20[__]		
[List of Funds/Accounts Held Under Indenture]	Amount In the Fund	
Total		A
Bond Principal Amount Outstanding		B
Outstanding Assessment Amount to be collected		C
Net Position of Trust Estate and Outstanding Bonds and Assessments		A-B+C

September 30, 20[__] Trust Statements: □ Audited □ Unaudited

Accounting Type: □ Cash □ Accrual □ Modified Accrual

Section 4(a)(ii)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AND IN SUBSTANTIALLY SIMILAR FORM PROVIDED IN THE FOLLOWING TABLES AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

Year Ending (September 30)	Principal	Interest	Total

Top [Five] Assessment Payers in Improvement Area #3 (1)

Property Owner	No. of Parcels/Lots	Percentage of Parcels/Lots	Outstanding Assessments	Percentage of Total Assessments

(1) Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of Improvement Area #3 of the District

The [YEAR] certified total assessed value for the Assessed Property in Improvement Area #3 of the District is approximately $[AMOUNT] according to the Collin Central Appraisal District.

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Delinquent Assessment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
	$		$		$
20__					
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Total Annual Installment Billed	Parcels Levied[(1)]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Delinquent Amount as of [9/1]	Delinquent % as of [9/1]	Total Annual Installments Collected[(2)]
	$		$	%	$	%	$
20__							
20__							
20__							
20__							
20__							

[(1)] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[(2)] [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

Fiscal Year Ended (9/30)	Delinquent % as of 9/1	Parcel Numbers
20__	%	
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
		$		$
20__				
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) - (iv)

[Insert a line item for each applicable listing]

EXHIBIT C

CITY OF ANNA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026
(HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP Nos: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: Regions Bank
Address: [_____]
City: [_____, Texas _____]
Telephone: (___) ___-____
Contact Person: Attn: _____

SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE COLLECTION OF ASSESSMENTS COVERING THE PERIOD BEGINNING WITH THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN COMPLIANCE WITH SUBSECTION 5(A) OF THE ISSUER'S DISCLOSURE AGREEMENT

Foreclosure History Related To The Annual Installments[(1)]

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	$		$		$

(i) Period covered includes October 1, 20__ through March 1, 20__.

Collection and Delinquency of Annual Installments [1]

Succeeding Fiscal Year 20__	Total Annual Installments Levied $	Parcels Levied[2]	Delinquent Amount as of 3/1 $	Delinquent % as of 3/1 %	Total Annual Installments Collected[3] $

[1] Period covered includes October 1, 20__ through March 1, 20__.

[2] Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

[3] [Does/does not] include interest and penalties.

Prepayment of Assessments[1]

Succeeding Fiscal Year	Number of Prepayments	Amount of Prepayments $	Bond Call Date	Amount of Bonds Redeemed $

[1] Period covered includes October 1, 20__ through March 1, 20__.

EXHIBIT D

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
February 15	15	Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies. Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. Issuer and Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.
March 1	28/29	Trustee pays bond interest payments to Owners.
April 1	59/60	At this point, if total delinquencies are under 5% and if there is adequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account for full September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of a draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Reserve Fund.

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33, and 34, Texas Tax Code, as amended (the "Code"), and the Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas, an amendment to the Code, or otherwise, such modifications shall control.

July 1	**152/153**	**Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the County Tax Assessor/Collector procedures.** [2] **Preliminary Foreclosure activity commences in accordance with Tax Assessor/Collector's procedures.** **Issuer notifies Trustee and Dissemination Agent in writing of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer. If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent and the Trustee. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198). **Foreclosure action to be filed with the court as soon as practicable, in accordance with the Tax Assessor/Collector's procedures**. **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners**. If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the Issuer to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day thirty (30) if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the

[2] If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.