

ORDINANCE NO. 2024-18

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR IMPROVEMENT AREA #2 PROJECTS FOR THE WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT (THE "DISTRICT"); MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act") requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Wood Leaf Reserve Public Improvement District (the "District"); and

WHEREAS, on November 16, 2020, the City Council accepted the Petition and called a public hearing for December 21, 2020, on the creation of the PID and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on November 25, 2020; and,

WHEREAS, on November 20, 2020, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 21, 2020; and

WHEREAS, the City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until January 18, 2021; and

WHEREAS, on January 18, 2021 the City Council continued such public hearing on the creation of the District and heard any comments or objection thereto;

WHEREAS, the City Council approved the creation of the District by Resolution approved on January 18, 2021 (the "Creation Resolution") and published the Creation Resolution on January 27, 2021, as authorized by the Act; 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 such publication; and

WHEREAS, the District is to be developed in phases and assessments are anticipated to be levied in each development phase; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Improvement Area #2 Projects within Improvement Area #2 of the District (the “Service and Assessment Plan”) and an assessment roll for Improvement Area #2 of the District (the “Improvement Area #2 Assessment Roll”) that states the assessment against each assessable property (the “Improvement Area #2 Assessed Property”) within Improvement Area #2 of the District (the “Improvement Area #2 Assessments”); and

WHEREAS, the City called a public hearing regarding the proposed levy of Improvement Area #2 Assessments pursuant to the Service and Assessment Plan and the proposed Improvement Area #2 Assessment Roll on property within Improvement Area #2 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Improvement Area #2 Assessments, as defined in the Service and Assessment Plan, on property in Improvement Area #2 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Improvement Area #2 Assessment Roll attached to the Service and Assessment Plan and the levy of Improvement Area #2 Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 1st day of July, 2024, 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 Improvement Area #2 Assessment Roll, and the proposed Improvement Area #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #2 Assessments, the allocation of the costs of the Improvement Area #2 Projects, the purposes of the Improvement Area #2 Assessments, the special benefits of the Improvement Area #2 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #2 Assessments; and

WHEREAS, the developer of property within the District as described in the Service and Assessment Plan for the District has substantially completed the Improvement Area #2 Projects within the District; and

WHEREAS, the City wishes to levy Improvement Area #2 Assessments on the property within the District for the Improvement Area #2 Projects as set forth in the Service and Assessment Plan; and

WHEREAS, the City Council finds and determines that the Service and Assessment Plan and Improvement Area #2 Assessment Roll attached thereto should be approved and that the Improvement Area #2 Assessments should be levied on property within the District as provided in this Ordinance and the Service and Assessment Plan and Improvement Area #2 Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Improvement Area #2 Projects, the Improvement Area #2 Assessment Roll or the levy of Improvement Area #2 Assessments; 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 District, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act.

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

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

Section 2. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan attached hereto as Exhibit A.

Section 3. Findings. The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes. The City Council hereby finds, determines and orders, as follows:

- a. The apportionment of the costs of the Improvement Area #2 Projects, 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 Improvement Area #2 Assessed Property will receive from the Improvement Area #2 Projects identified in the Service and Assessment Plan, and is hereby approved;
- b. 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 #2 Projects;
- c. The Service and Assessment Plan apportions the costs of the Improvement Area #2 Projects to be assessed against each Improvement Area #2 Assessed Property in Improvement Area #2 of the District and such apportionment is made on the basis of special benefits accruing to each Improvement Area #2 Assessed Property because of the Improvement Area #2 Projects.

- d. All of the real property in Improvement Area #2 of the District which is being assessed in the amounts shown in the Service and Assessment Plan and Improvement Area #2 Assessment Roll will be benefited by the Improvement Area #2 Projects proposed to be provided through the District in the Service and Assessment Plan, and each parcel of real property in the District will receive special benefits during the term of the Improvement Area #2 Assessments equal to or greater than the total amount assessed;
- e. The method of apportionment of the costs of the Improvement Area #2 Projects and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #2 Projects and Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;
- f. The Service and Assessment Plan should be approved as the service plan and assessment plan for the District, as described in Sections 372.013 and 372.014 of the Act;
- g. The Improvement Area #2 Assessment Roll in the form attached to the Service and Assessment Plan should be approved as the assessment roll for Improvement Area #2 of the District;
- h. The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Improvement Area #2 Assessments, interest on Annual Installments, interest and penalties on delinquent Improvement Area #2 Assessments and delinquent Improvement Area #2 Annual Installments, and procedures in connection with the imposition and collection of Improvement Area #2 Assessments should be approved and will expedite collection of the Improvement Area #2 Assessments in a timely manner in order to provide the improvements needed and required for Improvement Area #2 of the District; and
- i. 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 that 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 4. Assessment Plan. The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the Act as a service plan and an assessment plan for the Improvement Area #2 Projects within the District.

Section 5. Assessment Roll. The Improvement Area #2 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment roll for the Improvement Area #2 Projects within the District.

Section 6. Levy and Payment of Improvement Area #2 Assessments for Costs of Improvement Area #2 Projects.

- a. The City Council hereby levies the Improvement Area #2 Assessments on each Improvement Area #2 Assessed Property located within Improvement Area #2 of the District, as shown and described in the Service and Assessment Plan and the Improvement Area #2 Assessment Roll, in the respective amounts shown on the Improvement Area #2 Assessment Roll, as special assessments on the properties within Improvement Area #2 of the District as set forth in the Service and Assessment Plan and the Improvement Area #2 Assessment Roll.
- b. The levy of the Improvement Area #2 Assessments shall be effective on the date of execution of this Ordinance levying Assessments and strictly in accordance with the terms of the Service and Assessment Plan.
- c. The collection of the Improvement Area #2 Assessments shall be as described in the Service and Assessment Plan.
- d. Each Improvement Area #2 Assessment may be pre-paid or paid in Improvement Area #2 Annual Installments pursuant to the terms of the Service and Assessment Plan.
- e. Each Improvement Area #2 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.
- f. Each Improvement Area #2 Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.
- g. The Annual Collection Costs for Improvement Area #2 Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the costs of the Improvement Area #2 Projects is as set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Assessments. Delinquent Improvement Area #2 Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the Act and the Service and Assessment Plan.

Section 9. Prepayments of Assessments. As provided in Section 372.018(f) of the Act and in the Service and Assessment Plan, the owner (the "Owner") of any Improvement Area #2 Assessed Property may prepay the Improvement Area #2 Assessments levied by this Ordinance as set forth in the Service and Assessment Plan.

Section 10. Lien Priority. As provided in the Act, the City Council and owners of the Improvement Area #2 Assessed Property intend for the obligations, covenants and burdens on the owners of Improvement Area #2 Assessed Property, including without limitation such owner's obligations related to payment of the Improvement Area #2 Assessments and the Improvement

Area #2 Annual Installments, to constitute a covenant running with the land. The Improvement Area #2 Assessments and the Improvement Area #2 Annual Installments levied hereby shall be binding upon the Improvement Area #2 Assessed Property, and the owners of Improvement Area #2 Assessed Properties, and their respective transferees, legal representatives, heirs, devisees, successors and assigns 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. Improvement Area #2 Assessments shall have lien priority as specified in the Act.

Section 11. Administrator and Collector of Assessments.

- a. Administrator. The City shall administer the Service and Assessment Plan and the Improvement Area #2 Assessments levied by this Ordinance. The City has appointed a third-party administrator (the “Administrator”) to administer the Service and Assessment Plan and the Improvement Area #2 Assessments. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator’s fees, charges and expenses for providing such services shall constitute an Annual Collection Cost.
- b. Collector. The City may collect the assessments or may, by future action, appoint a third-party collector of the Improvement Area #2 Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Improvement Area #2 Assessments. The City may also contract with any other qualified collection agent selected by the City or may collect the Improvement Area #2 Assessments on its own behalf. The costs of such collection contracts shall constitute an Annual Collection Cost.

Section 12. Applicability of Tax Code. To the extent not inconsistent with this Ordinance and the Act or other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Improvement Area #2 Assessments by the City.

Section 13. 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 of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 14. Effective Date. This Ordinance shall take effect, and the levy of the Improvement Area #2 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage thereof.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF JUNE 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN GARCIA	<u>YEA</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN COVINGTON	<u>YEA</u>
COUNCILMAN PARR	<u>YEA</u>

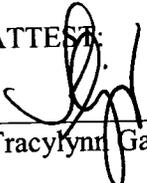
SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF JULY 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN GARCIA	<u>YEA</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN COVINGTON	<u>YEA</u>
COUNCILMAN PARR	<u>YEA</u>


Lori Klein Qumn, Mayor

ATTEST:


Tracylynn Garcia, City Secretary

Wood Leaf Reserve Public Improvement District

2024 AMENDED & RESTATED SERVICE AND ASSESSMENT PLAN

JULY 1, 2024, FINAL



TABLE OF CONTENTS

Table of Contents	1
Introduction	3
Section I: Definitions	5
Section II: The District	13
Section III: Authorized Improvements	13
Section IV: Service Plan	18
Section V: Assessment Plan	18
Section VI: Terms of the Assessments	22
Section VII: Assessment Roll	27
Section VIII: Additional Provisions	27
List of Exhibits	30
Appendices.....	31
Exhibit A-1 – Map of the District.....	32
Exhibit A-2 – Map of Improvement Area #1	33
Exhibit A-3 – Map of Improvement Area #2	34
Exhibit A-4 – Map of Future Improvement Area	35
Exhibit B-1 – Project Costs	36
Exhibit B-2 – Future Improvement Area Apportionment of Costs.....	37
Exhibit C – Service Plan	38
Exhibit D – Sources and Uses of Funds	39
Exhibit E – Maximum Assessment and Tax Rate Equivalent	40
Exhibit F-1 – Improvement Area #1 Assessment Roll.....	41
Exhibit F-2 – Improvement Area #1 Total Annual Installments.....	45
Exhibit G-1 – Improvement Area #2 Assessment Roll	46
Exhibit G-2 – Improvement Area #2 Total Annual Installments.....	48
Exhibit H-1 – Maps of Improvement Area #1 Improvements	49
Exhibit H-2 – Maps of Major Improvements	54
Exhibit H-3 – Maps of Improvement Area #2 Improvements	56
Exhibit I – Notice of PID Assessment Termination	61
Exhibit J-1 – Debt Service Schedule for Improvement Area #1 Bonds.....	64
Exhibit J-2 – Debt Service Schedule for Improvement Area #2 Bonds.....	65

Exhibit K-1 – District Boundary Description..... 66

Exhibit K-2 – Improvement Area #1 Boundary Description..... 69

Exhibit K-3 – Improvement Area #2 Boundary Description..... 72

Exhibit L – Improvement Area #2 Plat 75

Appendix A – Improvement Area #2 Engineer’s Report..... 77

Appendix B – Buyer Disclosures..... 101

Wood Leaf Reserve Public Improvement District Buyer Disclosure Lot Type 1 102

Wood Leaf Reserve Public Improvement District Buyer Disclosure Lot Type 2 108

Wood Leaf Reserve Public Improvement District Buyer Disclosure Lot Type 3 114

Wood Leaf Reserve Public Improvement District Buyer Disclosure Lot Type 4 120

INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2024 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On January 18, 2021, the City passed and approved Resolution No. 2021-04 authorizing the creation of the District in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

On September 19, 2022, the City Council approved the 2022 Service and Assessment Plan for the District by adopting the 2022 Assessment Ordinance, which approved the levy of Assessments on Assessed Property within Improvement Area #1 of the District and approved the Improvement Area #1 Assessment Roll.

On August 7, 2023, the City Council approved the 2023 Service and Assessment Plan Update for the District by adopting the 2023 Assessment Ordinance, which approved the levy of Assessments on Assessed Property within Improvement Area #1 of the District and approved the Improvement Area #1 Assessment Roll.

The purpose of the District is to finance the Actual Costs of the Authorized Improvements for the benefit of property within the District. The District contains approximately 90.54 acres, which at the time of the initial assessment levy will be within the corporate limits of the City, as described legally by metes and bounds on **Exhibit K-1** and as depicted by the map on **Exhibit A-1**.

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

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against 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 F-1**. The Improvement Area #2 Assessment Roll is contained in **Exhibit G-1**.

SECTION I: DEFINITIONS

“2022 Assessment Ordinance” means Ordinance No. 2022-31, approved and adopted by the City Council on September 19, 2022, which levied the Improvement Area #1 Assessment against Improvement Area #1.

“2022 Service and Assessment Plan” means the Wood Leaf Reserve Public Improvement District Service and Assessment Plan approved by City Council on September 19, 2022 by the 2022 Assessment Ordinance, as updated annually, and which is to be replaced in its entirety by this 2024 Amended and Restated Service and Assessment Plan.

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

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

“Additional Interest Rate” means an amount not to exceed 0.50% additional interest charged on Assessments pursuant to Section 372.018 of the PID Act.

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

“Annual Collection Costs” mean the actual or budgeted annual 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 Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel; and (9) administering the construction of the Authorized Improvements. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

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

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

“Assessment” means an assessment (including interest thereon) levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

“Assessment Ordinance” means one or more ordinance(s), adopted by the City Council in accordance with the PID Act that levies an Assessment.

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

“Assessment Roll” means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll and Improvement Area #2 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 improvements authorized by Section 372.003 of the PID Act, including Bond Issuance Costs, as described in **Section III**.

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

“City” means the City of Tomball, Texas.

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

“County” means Harris 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 2024 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 Chesmar Homes, LLC, a Texas limited liability corporation and any successor developer of property in the District or any portion thereof.

“Development Agreement” means that certain Wood Leaf Reserve Development Agreement between the City and the Developer effective January 18, 2021, as may be amended.

“District” means the Wood Leaf Reserve Public Improvement District containing approximately 90.54 acres located within the City as shown on **Exhibit A-1** and more specifically described on **Exhibit K-1**.

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

“Estimated Buildout Value” means the estimated buildout value of an Assessed Property 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**.

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

“Future Improvement Area Apportioned Property” means any Parcel within the Future Improvement Area against which a portion of the Actual Costs of the Major Improvements are Apportioned based on special conferred benefit, and against which an Assessment is expected to be levied, but not yet levied.

“Future Improvement Area Apportionment of Costs” means an Apportionment of Costs against a Parcel within the Future Improvement Area for the Future Improvement Area Projects, as shown on Exhibit B-2, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Future Improvement Area Assessed Property” means any and all Parcels within the Future Improvement Area other than Non-Benefited Property.

“Future Improvement Area Assessment” means an Assessment levied against a Parcel within a Future Improvement Area and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an assessment roll applicable to such Future Improvement Area, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

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

“Future Improvement Area Improvements” means those certain Authorized Improvements which only benefit the Future Improvement Area Assessed Property within the applicable Future Improvement Area.

“Future Improvement Area Projects” means the Future Improvement Area Improvements and the Future Improvement Area’s allocable share of the Major Improvements.

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

“Improvement Area #1” means approximately 33.4418 acres located within the District, as described in **Exhibit A-2** and more specifically detailed on **Exhibit K-2**.

“Improvement Area #1 2022 Bonds” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2022 (Wood Leaf Reserve Public Improvement District Improvement Area #1)”, that are secured by Improvement Area #1 Assessments.

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

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

“Improvement Area #1 Assessment” means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the assessment roll for Improvement Area #1 Assessed Property included in this Service and Assessment Plan as **Exhibit F-1**.

“Improvement Area #1 Authorized Improvements” means the Improvement Area #1 Projects, District Formation Expenses, First Year Annual Collection Costs, and Bond Issuance Costs relating to the Improvement Area #1 Initial Bonds and Improvement Area #1 Additional Bonds, if such bonds are issued.

“Improvement Area #1 Improvements” means those certain Authorized Improvements that only benefit Improvement Area #1, as depicted on **Exhibit H-1**.

“Improvement Area #1 Projects” means the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

“Improvement Area #2” means the second area to be developed within the District as generally depicted on **Exhibit A-3**, and described on **Exhibit K-3**, consisting of approximately 18.02 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 G-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 2024 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 2024 Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

“Improvement Area #2 Bonds” means those certain “City of Tomball, Texas, Special Assessment Revenue Bonds, Series 2024 (Wood Leaf Reserve 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 H-3**.

“Improvement Area #2 Initial Parcel” means the all property located within Improvement Area #2, which is described on **Exhibit K-3**, and generally depicted on **Exhibit A-3**, against which the entire Improvement Area #2 Assessment is levied as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**.

“Improvement Area #2 Projects” means collectively, (1) the Improvement Area #2 Improvements; (2) Improvement Area #2’s share of the Major Improvements; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #2 Bonds.

“Indenture” means one or more Indenture(s) of Trust entered into in connection with the issuance 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 and approved 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 single family residential Lot within Improvement Area #1 marketed to homebuilders as a 40’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit F-1**.

“Lot Type 2” means a single family residential Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot and identified as such on the Improvement Area #1 Assessment Roll attached as **Exhibit F-1**.

“Lot Type 3” means a Lot within Improvement Area #2 marketed to homebuilders as a 40’ Lot, with an Estimated Buildout Value of \$361,300 as of the date of adoption of this 2024 Amended and Restated Service and Assessment Plan.

“Lot Type 4” means a Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot, with an Estimated Buildout Value of \$398,000 as of the date of adoption of this 2024 Amended and Restated Service and Assessment Plan.

“Major Improvements” means those Authorized Improvements described in **Section III.B** that benefit all areas within the District.

“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.

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

“Parcel(s)” means a specific property within the District identified by either a tax map parcel identification number assigned by the Harris 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 2024 Amended and Restated Service and Assessment Plan to collectively refer to: (1) the Improvement Area #1 Bonds, and (2) the Improvement Area #2 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.

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

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

“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.

“Trustee” means a trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 90.54 contiguous acres located within the City, as more particularly described by metes and bounds on **Exhibit K-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 290 single-family homes.

Improvement Area #1 includes approximately 33.414 acres as more particularly described on **Exhibit K-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to contain 123 single-family homes.

Improvement Area #2 includes approximately 18.02 acres as described on **Exhibit K-3**, and depicted on **Exhibit A-3**. Development of Improvement Area #2 is anticipated to contain 81 single-family homes.

It is anticipated there will be one additional Future Improvement Areas within the District. As Future Improvement Areas are developed and in connection with the issuance of any Future Improvement Area Bonds, or the levy of Assessments in a Future Improvement Area pursuant to a Reimbursement Agreement, this Service and Assessment Plan will be amended to update the Exhibits. A map of the property that will comprise the Future Improvement Areas is depicted on **Exhibit A-4**.

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-1**.

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.

- *Streets*

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street

access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Water*

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

- *Wastewater*

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

- *Detention & Drainage*

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

- *Natural Gas*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. The natural gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency.

B. Major Improvements

- *Wastewater*

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

- *Drainage and Detention*

Include clearing and grubbing, detention excavation, and reinforced concrete piping into existing M121 channel.

- *Soft Costs*

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

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 streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The 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.

- *Drainage and Detention*

Improvements including earthen and concrete lined channels, swales, curb and drop inlets, storm sewer mains, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, a bypass channel, and testing as well as all related earthwork, excavation, clearing, grading and erosion control necessary to provide storm water. The storm drainage improvements will manage storm drainage for the Lots within Improvement Area #2.

- *Natural Gas*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, manholes, service connections, gas mains, valves, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide natural gas service. The natural gas improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Soft Costs*

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. Future Improvement Area Improvements

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

E. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required to fund a reserve 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 2024 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 2024 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 that the Improvement Area #1 Projects and Improvement Area #2 Projects shall be allocated between Improvement Area #1, Improvement Area #2 and the Future Improvement Area as follows:

- Improvement Area #1 Projects shall be allocated 100% to Improvement Area #1 Assessed Property.
- Improvement Area #2 Projects shall be allocated 100% to Improvement Area #2 Assessed Property.
- Major Improvements are allocated, as shown in **Exhibit B-1**, between Improvement Area #1, Improvement Area #2 and the Future Improvement Area based on Estimated Buildout Value.

B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied on the Improvement Area #2 Initial Parcel according to the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**, subject to revisions made during any Annual Service Plan Update.

When, and if, Future Improvement Areas are developed and the levy of Assessments on Future Improvement Areas is contemplated, this 2024 Amended and Restated Service and Assessment Plan will be amended to determine the Assessment and Annual Installment associated with the costs of Future Improvement Area Improvements on each Lot located within a Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property.

C. Findings of Special Benefit

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

- *Improvement Area #1*
 - The total costs of the Improvement Area #1 Projects equal \$6,393,667 as shown on **Exhibit B-1**; and
 - The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects equal to or greater than the Actual Costs of the Improvement Area #1 Projects; and
 - The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Projects, which was equal to \$4,406,000 as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit F-1**; and
 - The special benefit (\geq \$6,393,667) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects is greater than the amount of the Improvement Area #1 Assessments (\$4,406,000) levied on the Improvement Area #1 Assessed Property.
 - At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the property owners within Improvement Area #1 acknowledged that Improvement Area #1 Projects, confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Actual Costs associated therewith. The property owners within Improvement Area #1 ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the 2022 Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*
 - The total costs of the Improvement Area #2 Projects equal \$5,420,022 as shown on **Exhibit B-1**; and
 - The Improvement Area #2 Assessed Property receives special benefit from Improvement Area #2 Projects equal to or greater than the Actual Costs of the Improvement Area #2 Projects; and
 - The Improvement Area #2 Assessed Property was allocated 100% of the Improvement Area #2 Assessments levied for the Improvement Area #2 Projects, which equal \$3,008,000 as shown on the Improvement Area #2 Assessment Roll, attached as **Exhibit G-1**; and
 - The special benefit (\geq \$5,420,022) received by the Improvement Area #2 Assessed Property from Improvement Area #2 Projects is greater than the amount of the Improvement Area #2 Assessments (\$3,008,000) levied on the Improvement Area #2 Assessed Property.
 - At the time the City Council approved the Assessment Ordinance levying the Improvement Area #2 Assessments, the property owners within Improvement Area #2 acknowledged that Improvement Area #2 Projects, 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 Actual Costs associated therewith. The property owners within Improvement Area #2 ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Assessed Property based on the amount of outstanding Assessments remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of Annual Installments in the amounts shown on **Exhibit F-2**, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

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

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

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

2. *Upon Subdivision by a Recorded Subdivision Plat*

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Parcels shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

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

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

B. True-up of Assessments if Maximum Assessment Exceeded

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

C. Mandatory Prepayment of Assessments

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

D. Reduction of Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the Assessments and the Reimbursement Obligation shall be reduced on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event that PID Bonds have been issued, the City shall direct the Trustee to apply amounts on deposit in the applicable account of the project fund, relating to the applicable series of PID Bonds, that are not expected to be used for purposes of the project fund, to redeem outstanding PID Bonds, or as otherwise directed, in accordance with the applicable Indenture.

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 the Assessed Property may pay, at any time, all or any portion 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 and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the Owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit I**.

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 to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; 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 F-2** shows the estimated Annual Installments for Improvement Area #1 and **Exhibit G-2** shows the

estimated Annual Installments for Improvement Area #2. 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 Harris 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. The initial Annual Installments of Improvement Area #2 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

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

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the “Remaining Property”) following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment 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 2024 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 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-Benefited Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the Owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

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

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

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-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. Improvement Area #1 began collecting Annual Installments in 2022 (delinquent if not paid by January 31, 2023).

The Improvement Area #2 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 #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update. Improvement Area #2 will begin collecting Annual Installments in 2024 (delinquent if not paid by January 31, 2025).

As Future Improvement Areas are developed, this 2024 Amended and Restated Service and Assessment Plan will be amended to determine the Assessment for each Lot located within such Future Improvement Areas.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the Owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the Owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the Owner shall be deemed to have unconditionally

approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the Owner not later than 30 days after receipt of such a written notice 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 2024 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 Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to Owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

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

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

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

E. Severability

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

LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this 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 Improvement Area #2
- Exhibit A-4** Map of Future Improvement Area
- Exhibit B-1** Project Costs
- Exhibit B-2** Future Improvement Area Apportionment of Costs
- Exhibit C** Service Plan
- Exhibit D** Sources and Uses of Funds
- Exhibit E** Maximum Assessment and Tax Rate Equivalent
- Exhibit F-1** Improvement Area #1 Assessment Roll
- Exhibit F-2** Improvement Area #1 Annual Installments
- Exhibit G-1** Improvement Area #2 Assessment Roll
- Exhibit G-2** Improvement Area #2 Annual Installments
- Exhibit H-1** Maps of Improvement Area #1 Improvements
- Exhibit H-2** Maps of Major Improvements
- Exhibit H-3** Maps of Improvement Area #2 Improvements
- Exhibit I** Form of Notice of PID Assessment Termination
- Exhibit J-1** Debt Service Schedule for Improvement Area #1 Bonds
- Exhibit J-2** Debt Service Schedule for Improvement Area #2 Bonds
- Exhibit K-1** District Boundary Description
- Exhibit K-2** Improvement Area #1 Boundary Description
- Exhibit K-3** Improvement Area #2 Boundary Description
- Exhibit L** Improvement Area #2 Plat

APPENDICES

The following Appendices are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

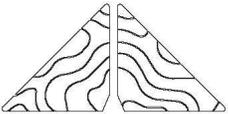
Appendix A Improvement Area #2 Engineer's Report

Appendix B Buyer Disclosures

EXHIBIT A-1 – MAP OF THE DISTRICT

12/6/2024 1:12:52 PM E:\S13\042_Casefile - Jones\001\Map\Map\Exhibit_A\Exhibit_B\Map_Overall_LAYOUTS_202412_03.dwg





ELEVATION
land solutions
TSP REGISTRATION NUMBER F-18141
2449 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-829-2200

DATE	REVISION	APP
▲		
▲		
▲		
▲		

SITE LOCATION
MAP

01 of 09

ELEVATION LAND SOLUTIONS - WOOD LEAF

EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1

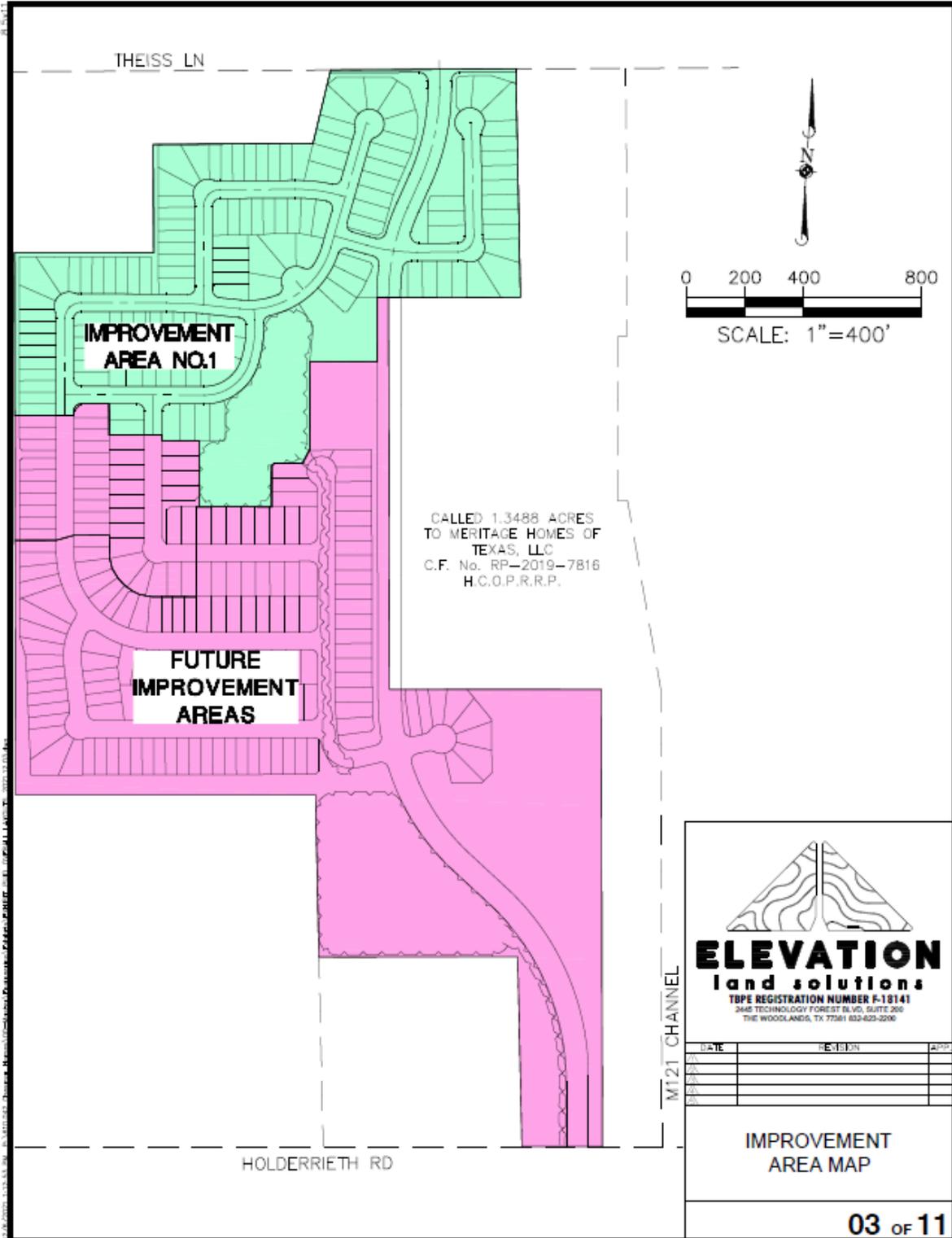


EXHIBIT A-4 – MAP OF FUTURE IMPROVEMENT AREA

CITY OF TOMBALL
APPROVED
[Signature]

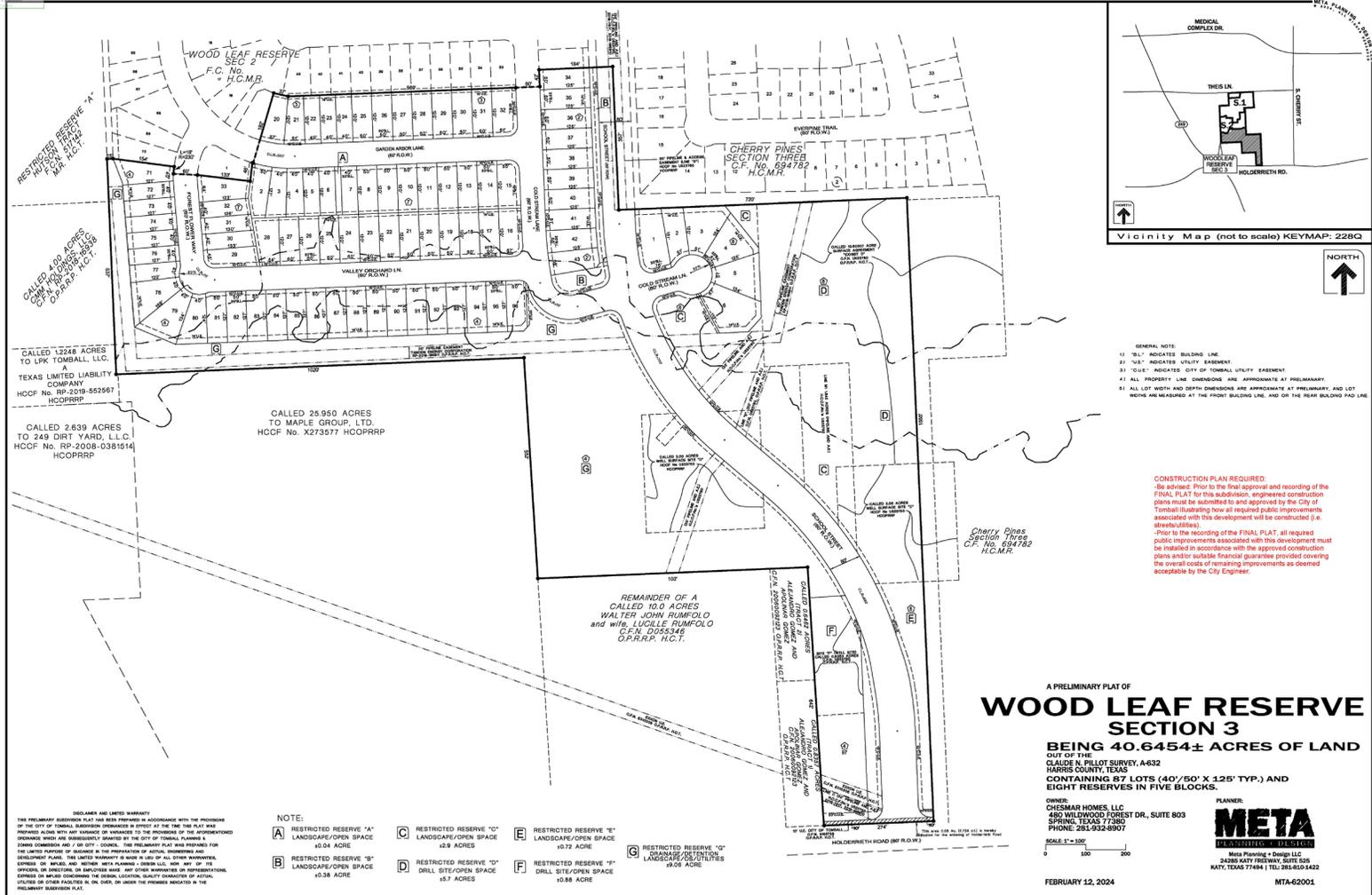


EXHIBIT B-1 – PROJECT COSTS

	Total Costs ^[a]	Improvement Area #1		Improvement Area #2		Future Improvement Area ^[c]	
		% ^[b]	Costs	% ^[b]	Cost	% ^[b]	Cost
<i>Improvement Area #1 Improvements</i>							
Streets	\$ 1,716,477	100.00%	\$1,716,477	0.00%	\$ -	0.00%	\$ -
Water	389,092	100.00%	389,092	0.00%	-	0.00%	-
Wastewater	439,062	100.00%	439,062	0.00%	-	0.00%	-
Drainage	651,950	100.00%	651,950	0.00%	-	0.00%	-
Natural Gas	259,329	100.00%	259,329	0.00%	-	0.00%	-
Soft Costs	1,090,359	100.00%	1,090,359	0.00%	-	0.00%	-
	<u>\$ 4,546,269</u>		<u>\$4,546,269</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Major Improvements</i>							
Wastewater	\$ 274,320	41.27%	\$ 113,219	28.27%	\$ 77,552	30.46%	\$ 83,549
Drainage and Detention ^[d]	1,674,296	41.27%	691,028	28.27%	473,332	30.46%	\$ 509,936
Soft Costs	568,255	41.27%	234,534	28.27%	160,649	30.46%	\$ 173,072
	<u>\$ 2,516,871</u>		<u>\$1,038,782</u>		<u>\$ 711,532</u>		<u>\$ 766,557</u>
<i>Improvement Area #2 Improvements</i>							
Streets	841,523	0.00%	-	100.00%	841,523	0.00%	-
Water	205,635	0.00%	-	100.00%	205,635	0.00%	-
Wastewater	306,289	0.00%	-	100.00%	306,289	0.00%	-
Drainage and Detention ^[d]	1,720,445	0.00%	-	100.00%	1,720,445	0.00%	-
Natural Gas	123,377	0.00%	-	100.00%	123,377	0.00%	-
Soft Costs	911,221	0.00%	-	100.00%	911,221	0.00%	-
	<u>\$ 4,108,490</u>		<u>\$ -</u>		<u>\$4,108,490</u>		<u>\$ -</u>
<i>Series 2022 Bond Issuance Costs</i>							
Debt Service Reserve Fund	\$ 317,826		\$ 317,826		\$ -		\$ -
Underwriter Discount	138,120		138,120		-		-
Delinquency & Prepayment Reserve	22,030		22,030		-		-
Cost of Issuance	285,640		285,640		-		-
	<u>\$ 763,616</u>		<u>\$ 763,616</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Series 2024 Bond Issuance Costs</i>							
Debt Service Reserve Fund	\$ 218,175		\$ -		\$ 218,175		\$ -
Capitalized Interest	\$ 21,147		-		21,147		-
Underwriter Discount	\$ 110,160		-		110,160		-
Delinquency & Prepayment Reserve	\$ 15,040		-		15,040		-
Cost of Issuance	\$ 189,711		-		189,711		-
Rounding	\$ 768		-		768		-
	<u>\$ 555,000</u>		<u>\$ -</u>		<u>\$ 555,000</u>		<u>\$ -</u>
<i>Other Costs</i>							
Deposit to Administrative Fund	90,000		45,000		45,000		-
	<u>\$ 90,000</u>		<u>\$ 45,000</u>		<u>\$ 45,000</u>		<u>\$ -</u>
Total	\$ 12,580,246		\$6,393,667		\$5,420,022		\$ 766,557

Footnotes:

[a] Costs were determined by the Engineer's Opinion of Probable Cost prepared by Elevation Land Solutions and attached as **Appendix A**.

[b] Costs of the Major Improvements are allocated pro rata between Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property and the Future Improvement Area Assessed Property.

[c] Improvement Area #3 Costs (Future Improvement Area) will be updated based on Estimated Buildout Value in a future SAP Update.

[d] Includes clearing & grubbing, excavation, and grading.

EXHIBIT B-2 – FUTURE IMPROVEMENT AREA APPORTIONMENT OF COSTS

Improvement Area	Units ¹	Estimated Buildout Value	Major Improvements ²		Total Apportionment for Future Funding ¹
			%	Costs	
Improvement Area #1	123	\$ 42,870,000	41.27%	\$ 1,038,782	
Improvement Area #2	81	\$ 30,953,500	28.27%	\$ 711,532	
Future Improvement Area	86	\$ 33,347,200	30.46%	\$ 766,557	\$ 766,557
Total	290	\$ 107,170,700	100.00%	\$ 2,516,871	

Footnotes:

- 1) Reimbursable in part or in full from future Assessments levied in the Future Improvement Area.
- 2) The costs of the Major Improvements apportioned pro rata based on Estimated Buildout Value between Improvement Area #1, Improvement Area #2 and the Future Improvement Area.

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Annual Installment Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 73,000	\$ 76,000	\$ 79,000	\$ 82,000	\$ 86,000
Interest		243,454	239,986	236,376	232,624	228,421
	(1)	\$ 316,454	\$ 315,986	\$ 315,376	\$ 314,624	\$ 314,421
Annual Collection Costs	(2)	\$ 47,754	\$ 48,709	\$ 49,684	\$ 50,677	\$ 51,691
Additional Interest	(3)	\$ 21,225	\$ 20,860	\$ 20,480	\$ 20,085	\$ 19,675
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 385,433	\$ 385,556	\$ 385,540	\$ 385,386	\$ 385,787

Improvement Area #2						
Annual Installment Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 49,000	\$ 51,000	\$ 53,000	\$ 55,000	\$ 58,000
Interest		\$ 169,175	\$ 166,480	\$ 163,675	\$ 160,760	\$ 157,735
Capitalized Interest		\$ -	\$ -	\$ -	\$ -	\$ -
	(1)	\$ 218,175	\$ 217,480	\$ 216,675	\$ 215,760	\$ 215,735
Annual Collection Costs	(2)	45,000.00	45,900.00	46,818.00	47,754.36	48,709.45
Additional Interest	(3)	15,040.00	14,795.00	14,540.00	14,275.00	14,000.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$278,215.00	\$278,175.00	\$278,033.00	\$277,789.36	\$278,444.45

EXHIBIT D – SOURCES AND USES OF FUNDS

	Improvement Area #1	Improvement Area #2	Future Improvement Area ^{[b],[c]}	Total
Sources of Funds				
Improvement Area #1 Bonds	\$ 4,406,000	\$ -	\$ -	\$ 4,406,000
Improvement Area #2 Bonds	\$ -	\$ 3,008,000	\$ -	\$ 3,008,000
Owner Contribution ^[a]	\$ 1,987,667	\$ 2,412,022	\$ 766,557	\$ 5,166,246
Total Sources	\$ 6,393,667	\$ 5,420,022	\$ 766,557	\$ 12,580,246
Uses of Funds				
Improvement Area #1 Improvements	\$ 4,546,269	\$ -	\$ -	\$ 4,546,269
Major Improvements	\$ 1,038,782	\$ 711,532	\$ 766,557	\$ 2,516,871
Improvement Area #2 Improvements	\$ -	\$ 4,108,490	\$ -	\$ 4,108,490
	<u>\$ 5,585,051</u>	<u>\$ 4,820,022</u>	<u>766,557</u>	<u>\$ 11,171,630</u>
<i>Series 2022 Bond Issuance Costs</i>				
Debt Service Reserve Fund	\$ 317,826	\$ -	\$ -	\$ 317,826
Underwriter Discount	138,120	-	-	138,120
Delinquency & Prepayment Reserve	22,030	-	-	22,030
Cost of Issuance	285,640	-	-	285,640
	<u>\$ 763,616</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 763,616</u>
<i>Series 2024 Bond Issuance Costs</i>				
Debt Service Reserve Fund	\$ -	\$ 218,175	\$ -	\$ 218,175
Capitalized Interest	-	21,147	-	21,147
Underwriter Discount	-	110,160	-	110,160
Delinquency & Prepayment Reserve	-	15,040	-	15,040
Cost of Issuance	-	189,711	-	189,711
Rounding	-	768	-	768
	<u>\$ -</u>	<u>\$ 555,000</u>	<u>\$ -</u>	<u>\$ 555,000</u>
<i>Other Costs</i>				
Deposit to Administrative Fund	\$ 45,000	\$ 45,000	\$ -	\$ 90,000
	<u>\$ 45,000</u>	<u>\$ 45,000</u>	<u>\$ -</u>	<u>\$ 90,000</u>
Total Uses	\$ 6,393,667	\$ 5,420,022	\$ 766,557	\$ 12,580,246

Footnotes:

[a] Non-reimbursable to Owner through PID Bonds or PID Assessments.

[b] Costs of the Major Improvements are allocated pro rata between Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property and the Future Improvement Area Assessed Property.

[c] Additional costs of Future Improvement Area Projects will be determined as Future Improvement Areas are developed and this 2024 Amended and Restated Service and Assessment Plan will be amended.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units	Finished Lot Value		Estimated Buildout Value		Improvement Area #1 Assessment		Improvement Area #2 Assessment		Total Maximum Assessment		Maximum Annual Installment		Value to Lien per Finished Lot Value		Gross PID TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Lot Value		
<i>Improvement Area #1</i>																
One	66	\$ 50,000	\$3,300,000	\$ 330,000	\$ 21,780,000	\$33,916	\$2,238,458	\$ -	\$ -	\$33,916	\$ 2,238,458	\$ 2,970	\$ 195,995	1.4742	\$	0.8999
Two	57	\$ 62,500	\$3,562,500	\$ 370,000	\$ 21,090,000	\$38,027	\$2,167,542	\$ -	\$ -	\$38,027	\$ 2,167,542	\$ 3,330	\$ 189,785	1.6436	\$	0.8999
Subtotal	123				\$ 42,870,000		\$ 4,406,000		\$ -		\$ 4,406,000		\$ 385,780		1.5589	
<i>Improvement Area #2</i>																
Three	35	\$ 62,000	\$2,170,000	\$ 361,300	\$ 12,645,500	\$ -	\$ -	\$ 35,110	\$ 1,228,865	\$35,110	\$ 1,228,865	\$ 3,252	\$ 113,803	1.7659	\$	0.899949
Four	46	\$ 77,500	\$3,565,000	\$ 398,000	\$ 18,308,000	\$ -	\$ -	\$ 38,677	\$ 1,779,135	\$38,677	\$ 1,779,135	\$ 3,582	\$ 164,763	2.0038	\$	0.8999
Subtotal	81		5,735,000		\$ 30,953,500		\$ -		\$ 3,008,000		\$ 3,008,000		\$ 278,566		1.8848	
Total/Weighted Average	204				\$ 73,823,500		\$ 4,406,000		\$ 3,008,000		\$ 7,414,000		\$ 664,346		1.7219	

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Legal Description	Lot Type	Improvement Area #1 ^[c]				Annual Collection Costs ^[a]	Annual Installment Due 1/31/25 ^[d]
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest		
1443500010001	Block 1 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010002	Block 1 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010003	Block 1 Lot 3	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010004	Block 1 Lot 4	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010005	Block 1 Lot 5	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010006	Block 1 Lot 6	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010007	Block 1 Lot 7	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010008	Block 1 Lot 8	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010009	Block 1 Lot 9	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010010	Block 1 Lot 10	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010011	Block 1 Lot 11	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010012	Block 1 Lot 12	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010013	Block 1 Lot 13	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010014	Block 1 Lot 14	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010015	Block 1 Lot 15	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010016	Block 1 Lot 16	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010017	Block 1 Lot 17	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010018	Block 1 Lot 18	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010019	Block 1 Lot 19	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010020	Block 1 Lot 20	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500010021	Block 1 Lot 21	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020001	Block 2 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020002	Block 2 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020003	Block 2 Lot 3	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020004	Block 2 Lot 4	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020005	Block 2 Lot 5	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020006	Block 2 Lot 6	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500020007	Block 2 Lot 7	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500030001	Block 3 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500030002	Block 3 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040001	Block 4 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040002	Block 4 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040003	Block 4 Lot 3	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040004	Block 4 Lot 4	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040005	Block 4 Lot 5	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040006	Block 4 Lot 6	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040007	Block 4 Lot 7	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040008	Block 4 Lot 8	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040009	Block 4 Lot 9	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040010	Block 4 Lot 10	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57

Footnotes:

- [a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.
- [b] Outstanding Assessment prior to 1/31/2025 Annual Installment.
- [c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [d] The Annual Installment covers the period September 15, 2024 to September 14, 2025, and is due by January 31, 2025.

			Improvement Area #1 ^[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/25 ^[d]
1443500040011	Block 4 Lot 11	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040012	Block 4 Lot 12	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040013	Block 4 Lot 13	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040014	Block 4 Lot 14	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040015	Block 4 Lot 15	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57
1443500040016	Block 4 Lot 16	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040017	Block 4 Lot 17	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040018	Block 4 Lot 18	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040019	Block 4 Lot 19	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040020	Block 4 Lot 20	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040021	Block 4 Lot 21	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040022	Block 4 Lot 22	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040023	Block 4 Lot 23	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040024	Block 4 Lot 24	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040025	Block 4 Lot 25	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040026	Block 4 Lot 26	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040027	Block 4 Lot 27	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040028	Block 4 Lot 28	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040029	Block 4 Lot 29	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040030	Block 4 Lot 30	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040031	Block 4 Lot 31	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040032	Block 4 Lot 32	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040033	Block 4 Lot 33	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040034	Block 4 Lot 34	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040035	Block 4 Lot 35	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040036	Block 4 Lot 36	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040037	Block 4 Lot 37	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040038	Block 4 Lot 38	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040039	Block 4 Lot 39	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040040	Block 4 Lot 40	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040041	Block 4 Lot 41	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040042	Block 4 Lot 42	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040043	Block 4 Lot 43	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040044	Block 4 Lot 44	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040045	Block 4 Lot 45	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040046	Block 4 Lot 46	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040047	Block 4 Lot 47	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040048	Block 4 Lot 48	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040049	Block 4 Lot 49	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500040050	Block 4 Lot 50	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94

Footnotes:

[a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.

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

[c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.

[d] The Annual Installment covers the period September 15, 2024 to September 14, 2025, and is due by January 31, 2025.

Property ID	Legal Description	Lot Type	Improvement Area #1 ^[c]					Annual Collection Costs ^[a]	Annual Installment Due 1/31/25 ^[d]
			Outstanding Assessment ^[b]	Principal	Interest	Additional Interest			
1443500040051	Block 4 Lot 51	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040052	Block 4 Lot 52	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500040053	Block 4 Lot 53	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050001	Block 5 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500050002	Block 5 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500050003	Block 5 Lot 3	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500050004	Block 5 Lot 4	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500050005	Block 5 Lot 5	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050006	Block 5 Lot 6	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050007	Block 5 Lot 7	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050008	Block 5 Lot 8	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050009	Block 5 Lot 9	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050010	Block 5 Lot 10	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050011	Block 5 Lot 11	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050012	Block 5 Lot 12	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050013	Block 5 Lot 13	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050014	Block 5 Lot 14	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050015	Block 5 Lot 15	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050016	Block 5 Lot 16	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050017	Block 5 Lot 17	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500050018	Block 5 Lot 18	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060001	Block 6 Lot 1	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060002	Block 6 Lot 2	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060003	Block 6 Lot 3	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060004	Block 6 Lot 4	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060005	Block 6 Lot 5	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060006	Block 6 Lot 6	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060007	Block 6 Lot 7	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060008	Block 6 Lot 8	Lot Type 2	\$ 36,637.51	\$ 630.04	\$ 2,101.19	\$ 183.19	\$ 412.16	\$ 3,326.57	
1443500060009	Block 6 Lot 9	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060010	Block 6 Lot 10	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060011	Block 6 Lot 11	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060012	Block 6 Lot 12	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060013	Block 6 Lot 13	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060014	Block 6 Lot 14	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060015	Block 6 Lot 15	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060016	Block 6 Lot 16	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060017	Block 6 Lot 17	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060018	Block 6 Lot 18	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	
1443500060019	Block 6 Lot 19	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94	

Footnotes:

- [a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.
- [b] Outstanding Assessment prior to 1/31/2025 Annual Installment.
- [c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [d] The Annual Installment covers the period September 15, 2024 to September 14, 2025, and is due by January 31, 2025.

			Improvement Area #1 ^[c]					
Property ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Additional Interest	Annual Collection Costs ^[a]	Annual Installment Due 1/31/25 ^[d]
1443500060020	Block 6 Lot 20	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500060021	Block 6 Lot 21	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500060022	Block 6 Lot 22	Lot Type 1	\$ 32,676.70	\$ 561.93	\$ 1,874.03	\$ 163.38	\$ 367.60	\$ 2,966.94
1443500010022	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500010023	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020008	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020009	Park	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500020010	Lake/Detention	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040054	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040055	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500040056	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1443500060023	Landscape/Open Space and Utilities	Non-Benefited	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$ 4,245,000.00	\$ 73,000.00	\$ 243,453.76	\$ 21,225.00	\$ 47,754.36	\$ 385,433.12

Footnotes:

- [a] The Annual Collection Costs include a \$60 per Lot Administrative Fee for the City of Tomball that equates to \$7,380 for Improvement Area #1.
- [b] Outstanding Assessment prior to 1/31/2025 Annual Installment.
- [c] Totals may not match the total Outstanding Assessment and Annual Installment due to rounding.
- [d] The Annual Installment covers the period September 15, 2024 to September 14, 2025, and is due by January 31, 2025.

EXHIBIT F-2 – IMPROVEMENT AREA #1 TOTAL ANNUAL INSTALLMENTS

Improvement Area #1 2022 Bonds					
Annual Installments Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs [c]	Total Installment [d]
1/31/2025	73,000.00	243,453.76	21,225.00	47,754.36	385,433.12
1/31/2026	76,000.00	239,986.26	20,860.00	48,709.45	385,555.71
1/31/2027	79,000.00	236,376.26	20,480.00	49,683.64	385,539.90
1/31/2028	82,000.00	232,623.76	20,085.00	50,677.31	385,386.07
1/31/2029	86,000.00	228,421.26	19,675.00	51,690.86	385,787.12
1/31/2030	90,000.00	224,013.76	19,245.00	52,724.67	385,983.43
1/31/2031	94,000.00	219,401.26	18,795.00	53,779.17	385,975.43
1/31/2032	98,000.00	214,583.76	18,325.00	54,854.75	385,763.51
1/31/2033	102,000.00	209,561.26	17,835.00	55,951.84	385,348.10
1/31/2034	108,000.00	203,568.76	17,325.00	57,070.88	385,964.64
1/31/2035	114,000.00	197,223.76	16,785.00	58,212.30	386,221.06
1/31/2036	120,000.00	190,526.26	16,215.00	59,376.54	386,117.80
1/31/2037	126,000.00	183,476.26	15,615.00	60,564.08	385,655.34
1/31/2038	133,000.00	176,073.76	14,985.00	61,775.36	385,834.12
1/31/2039	140,000.00	168,260.00	14,320.00	63,010.86	385,590.86
1/31/2040	148,000.00	160,035.00	13,620.00	64,271.08	385,926.08
1/31/2041	156,000.00	151,340.00	12,880.00	65,556.50	385,776.50
1/31/2042	165,000.00	142,175.00	12,100.00	66,867.63	386,142.63
1/31/2043	174,000.00	132,481.26	11,275.00	68,204.99	385,961.25
1/31/2044	183,000.00	122,258.76	10,405.00	69,569.09	385,232.85
1/31/2045	194,000.00	111,507.50	9,490.00	70,960.47	385,957.97
1/31/2046	205,000.00	100,110.00	8,520.00	72,379.68	386,009.68
1/31/2047	216,000.00	88,066.26	7,495.00	73,827.27	385,388.53
1/31/2048	229,000.00	75,376.26	6,415.00	75,303.82	386,095.08
1/31/2049	242,000.00	61,922.50	5,270.00	76,809.89	386,002.39
1/31/2050	256,000.00	47,705.00	4,060.00	78,346.09	386,111.09
1/31/2051	270,000.00	32,665.00	2,780.00	79,913.01	385,358.01
1/31/2052	286,000.00	16,802.50	1,430.00	81,511.27	385,743.77
Total	\$ 4,245,000.00	\$ 4,409,995.18	\$ 377,510.00	\$ 1,769,356.84	\$10,801,862.02

Footnotes:

[a] The Interest Rate equals the rate of the IA#1 2022 Bonds.

[b] Additional Interest is calculated at a rate of .50%.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) for costs incurred by City staff for administering the PID.

[d] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-2 – IMPROVEMENT AREA #2 TOTAL ANNUAL INSTALLMENTS

Installment Due 1/31	Improvement Area #2 2024 Bonds				Annual Collection Costs	Total Installment [c]
	Principal	Interest [a]	Capitalized Interest	Additional Interest [b]		
2024	-	21,146.88	(21,146.88)	-	-	-
2025	49,000.00	169,175.00	-	15,040.00	45,000.00	278,215.00
2026	51,000.00	166,480.00	-	14,795.00	45,900.00	278,175.00
2027	53,000.00	163,675.00	-	14,540.00	46,818.00	278,033.00
2028	55,000.00	160,760.00	-	14,275.00	47,754.36	277,789.36
2029	58,000.00	157,735.00	-	14,000.00	48,709.45	278,444.45
2030	60,000.00	154,545.00	-	13,710.00	49,683.64	277,938.64
2031	63,000.00	151,245.00	-	13,410.00	50,677.31	278,332.31
2032	66,000.00	147,780.00	-	13,095.00	51,690.86	278,565.86
2033	68,000.00	144,150.00	-	12,765.00	52,724.67	277,639.67
2034	71,000.00	140,410.00	-	12,425.00	53,779.17	277,614.17
2035	75,000.00	136,505.00	-	12,070.00	54,854.75	278,429.75
2036	78,000.00	132,380.00	-	11,695.00	55,951.84	278,026.84
2037	81,000.00	128,090.00	-	11,305.00	57,070.88	277,465.88
2038	85,000.00	123,635.00	-	10,900.00	58,212.30	277,747.30
2039	89,000.00	118,960.00	-	10,475.00	59,376.54	277,811.54
2040	93,000.00	114,065.00	-	10,030.00	60,564.08	277,659.08
2041	98,000.00	108,950.00	-	9,565.00	61,775.36	278,290.36
2042	102,000.00	103,560.00	-	9,075.00	63,010.86	277,645.86
2043	107,000.00	97,950.00	-	8,565.00	64,271.08	277,786.08
2044	112,000.00	92,065.00	-	8,030.00	65,556.50	277,651.50
2045	118,000.00	85,905.00	-	7,470.00	66,867.63	278,242.63
2046	124,000.00	79,120.00	-	6,880.00	68,204.99	278,204.99
2047	130,000.00	71,990.00	-	6,260.00	69,569.09	277,819.09
2048	137,000.00	64,515.00	-	5,610.00	70,960.47	278,085.47
2049	144,000.00	56,637.50	-	4,925.00	72,379.68	277,942.18
2050	151,000.00	48,357.50	-	4,205.00	73,827.27	277,389.77
2051	159,000.00	39,675.00	-	3,450.00	75,303.82	277,428.82
2052	168,000.00	30,532.50	-	2,655.00	76,809.89	277,997.39
2053	177,000.00	20,872.50	-	1,815.00	78,346.09	278,033.59
2054	186,000.00	10,695.00	-	930.00	79,913.01	277,538.01
Total	\$ 3,008,000.00	\$ 3,241,561.88	\$ (21,146.88)	\$ 283,965.00	\$ 1,825,563.56	\$ 8,337,943.56

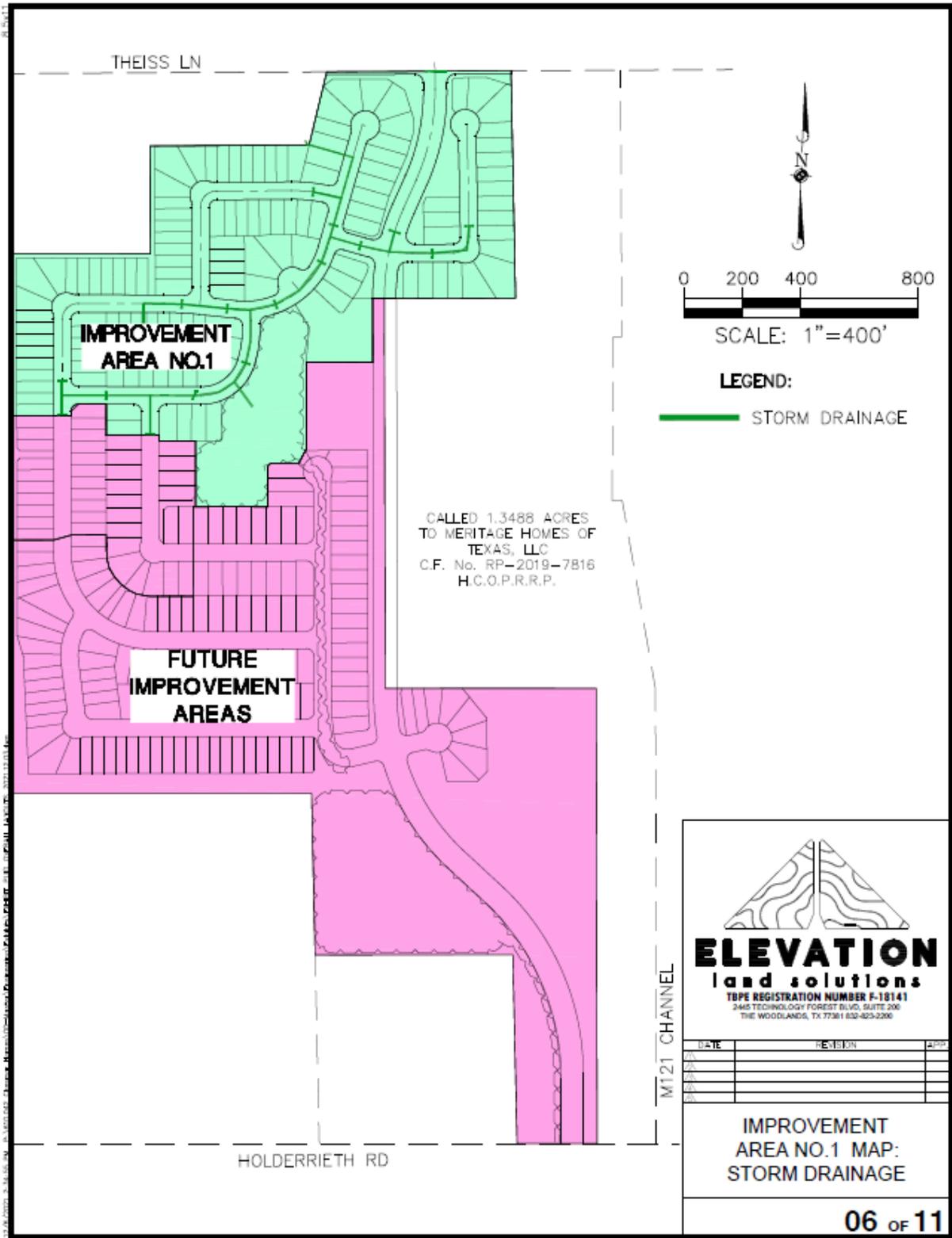
Footnotes:

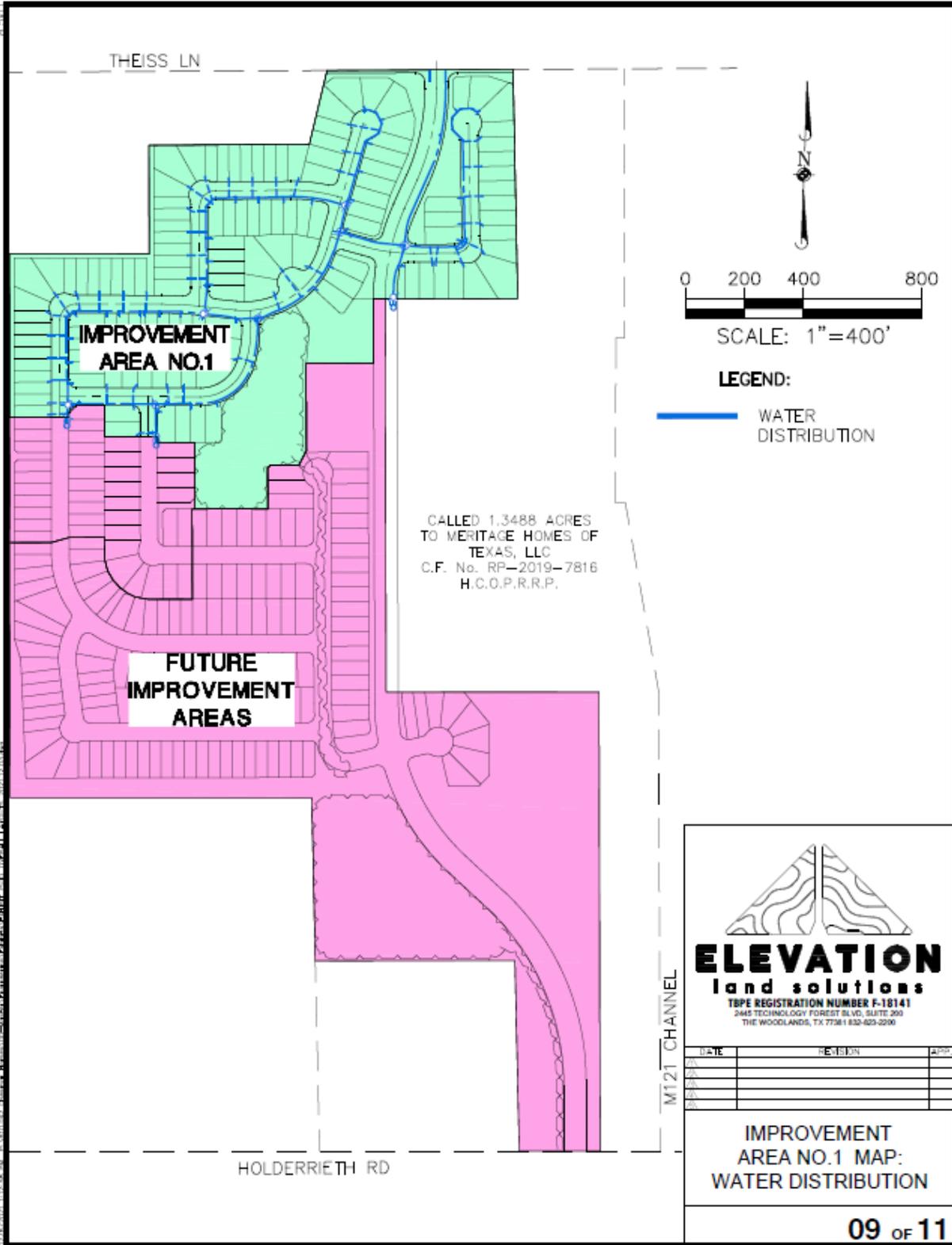
[a] Interest on the Improvement Area #2 Series 2024 Bonds is calculated at the actual rate of the Series 2024 Bonds.

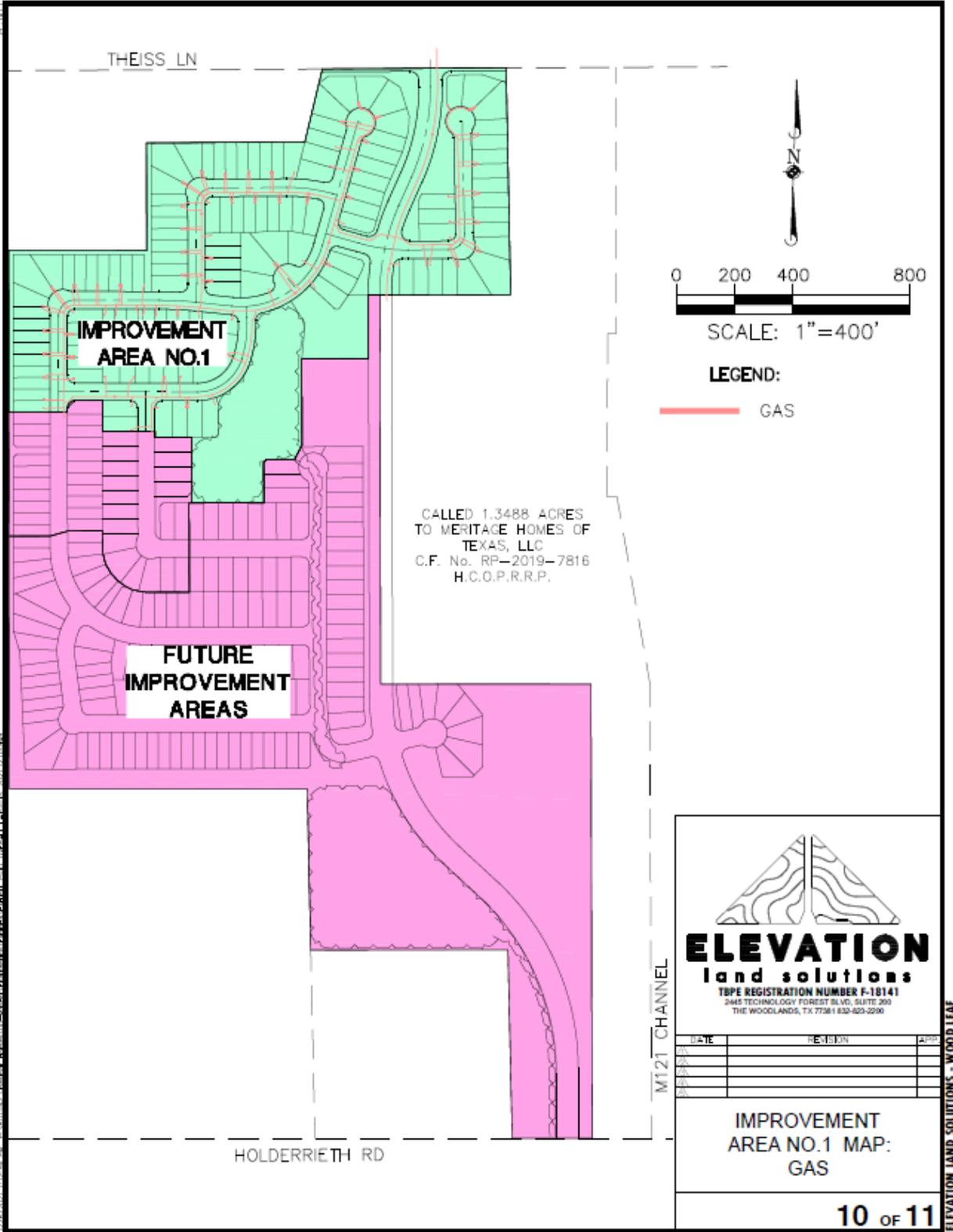
[b] Additional Interest is calculated at a rate of 0.50%

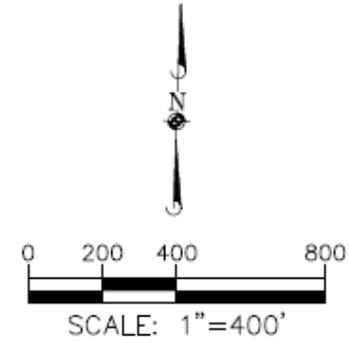
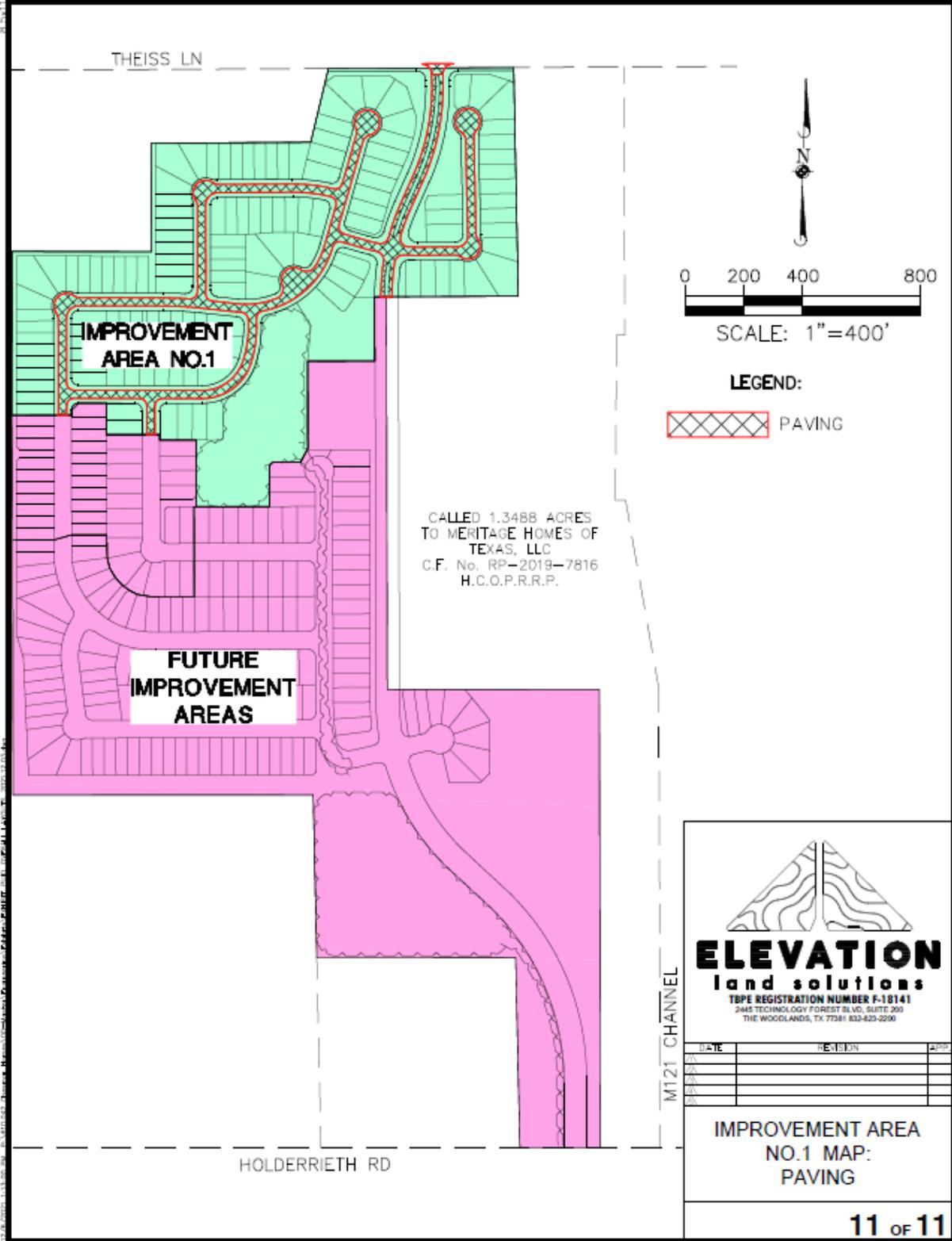
[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS



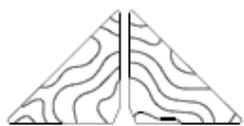






LEGEND:
 PAVING

CALLED 1,3488 ACRES
 TO MERITAGE HOMES OF
 TEXAS, LLC
 C.F. No. RP-2019-7816
 H.C.O.P.R.R.P.



ELEVATION
 land solutions
 T&E REGISTRATION NUMBER F-18141
 2445 TECHNOLOGY FOREST BLVD, SUITE 200
 THE WOODLANDS, TX 77381 832-825-2200

DATE	REVISION	APP'D

IMPROVEMENT AREA
 NO.1 MAP:
 PAVING

11 OF 11

EXHIBIT H-2 – MAPS OF MAJOR IMPROVEMENTS

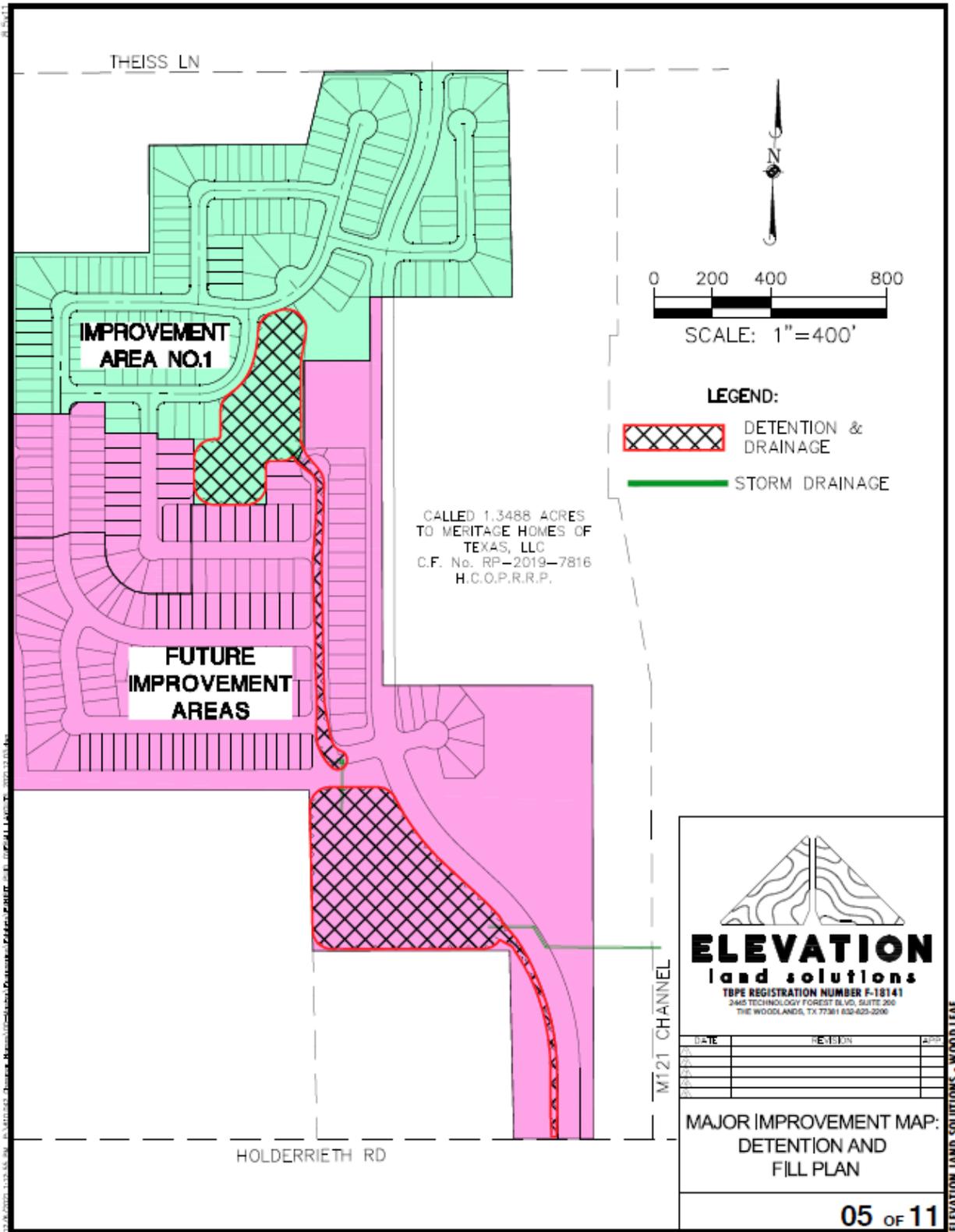
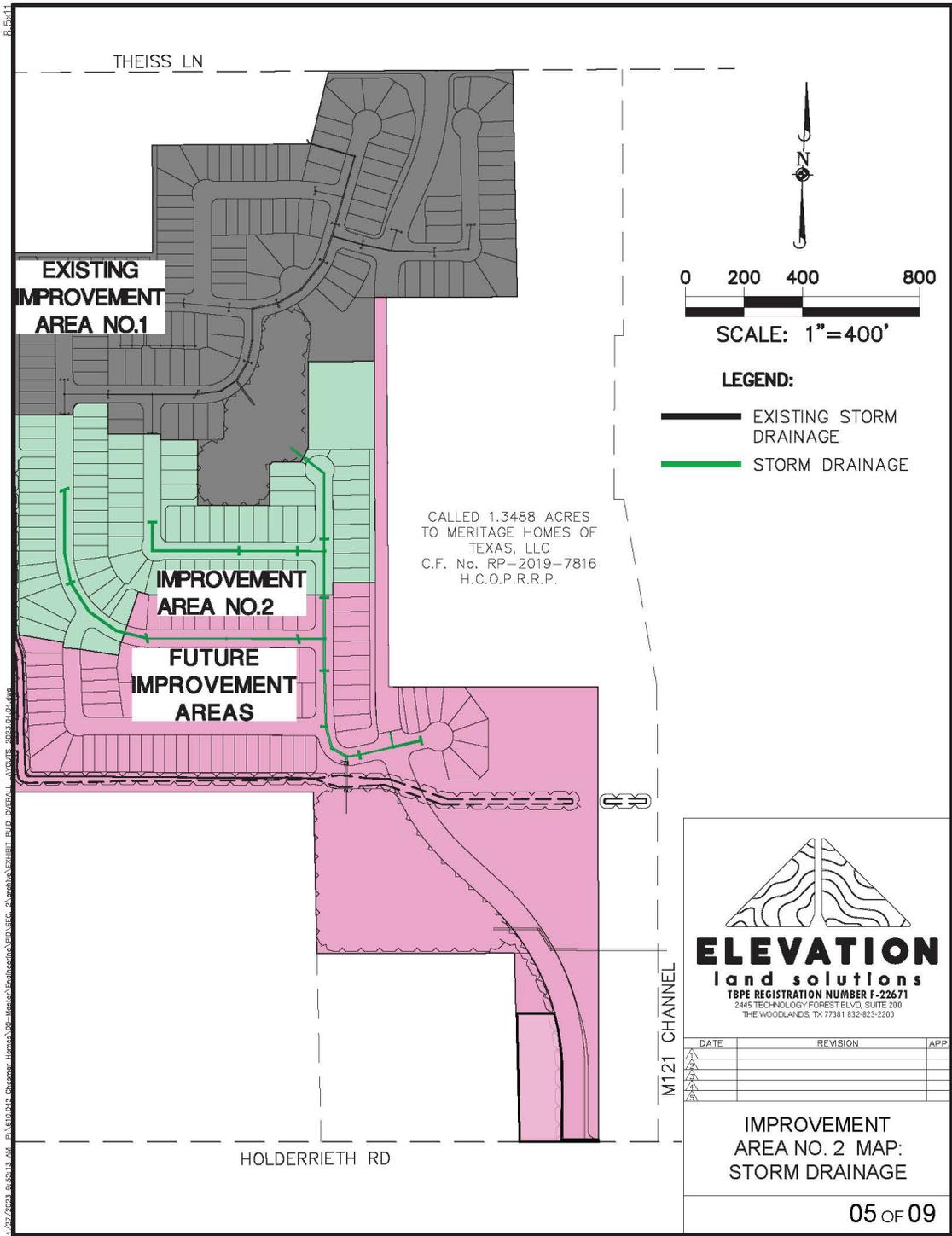
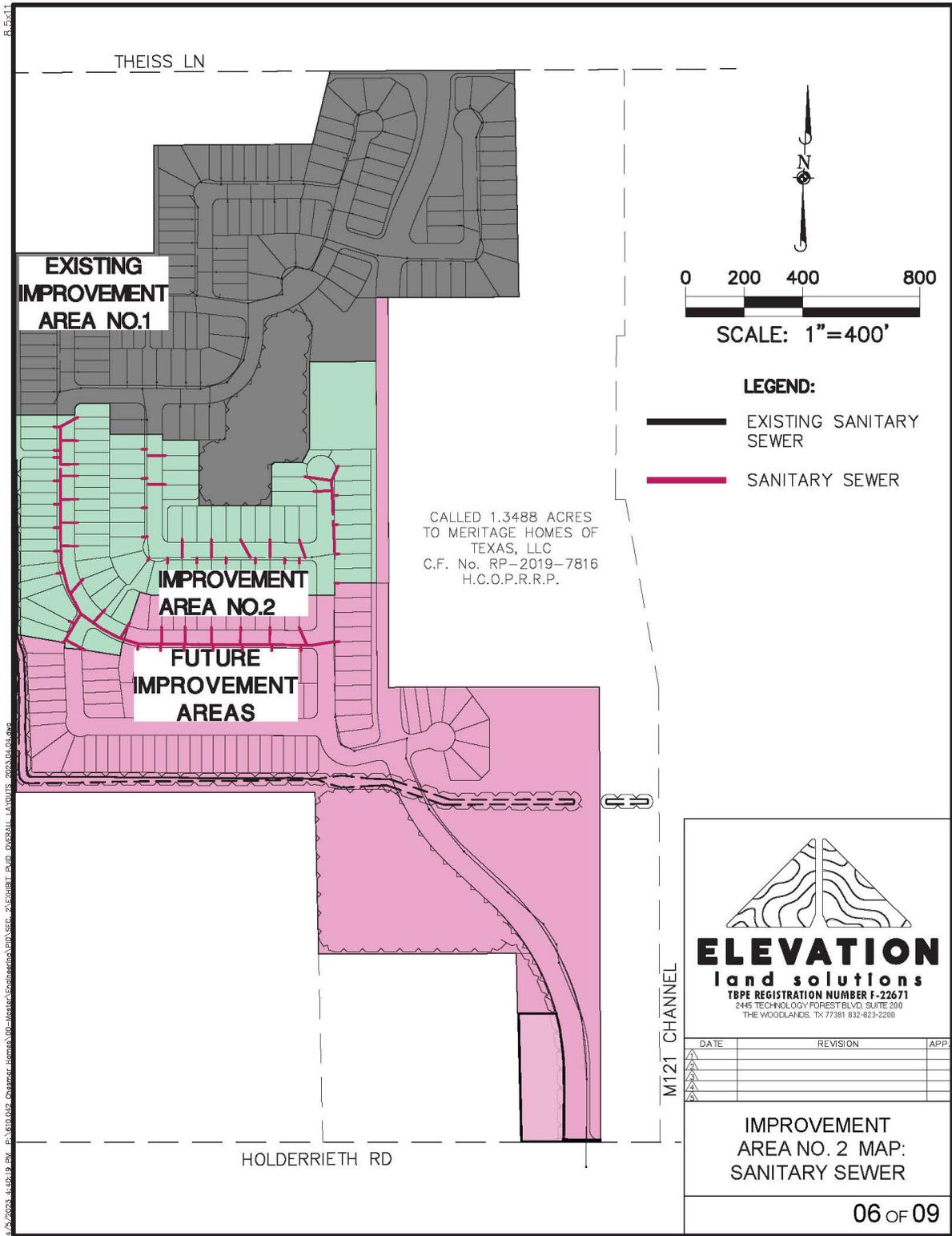
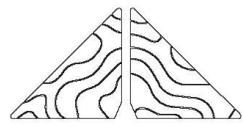


EXHIBIT H-3 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS





4/5/2023 4:50:18 PM F:\500\025_Casamir_Roma\02 -Master\Expendable\PMN_S&A_2\EXHIBIT_P\HD_OVERALL_LAYOUTS_2023\04\04.dwg
 R. Ex 11



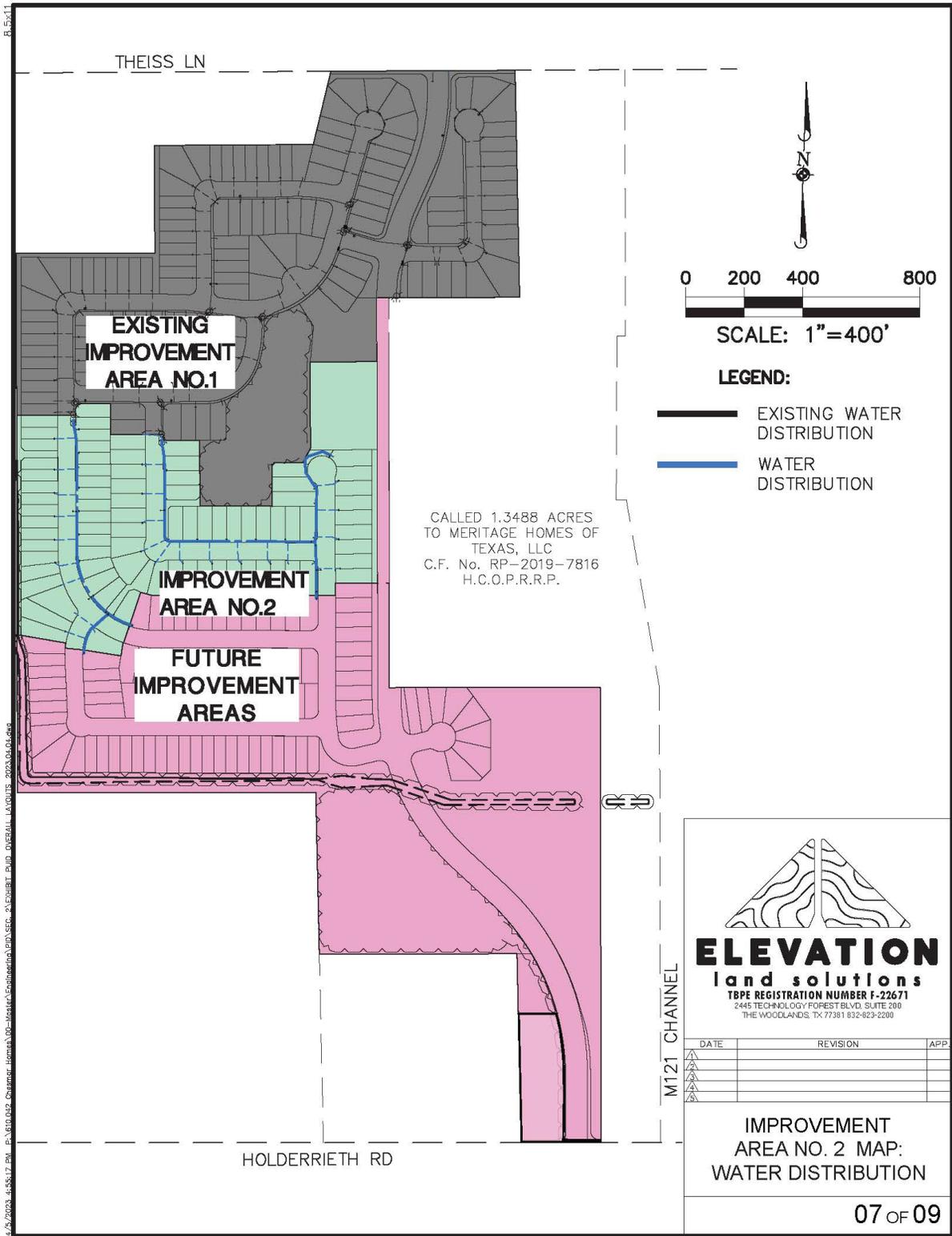
ELEVATION
land solutions

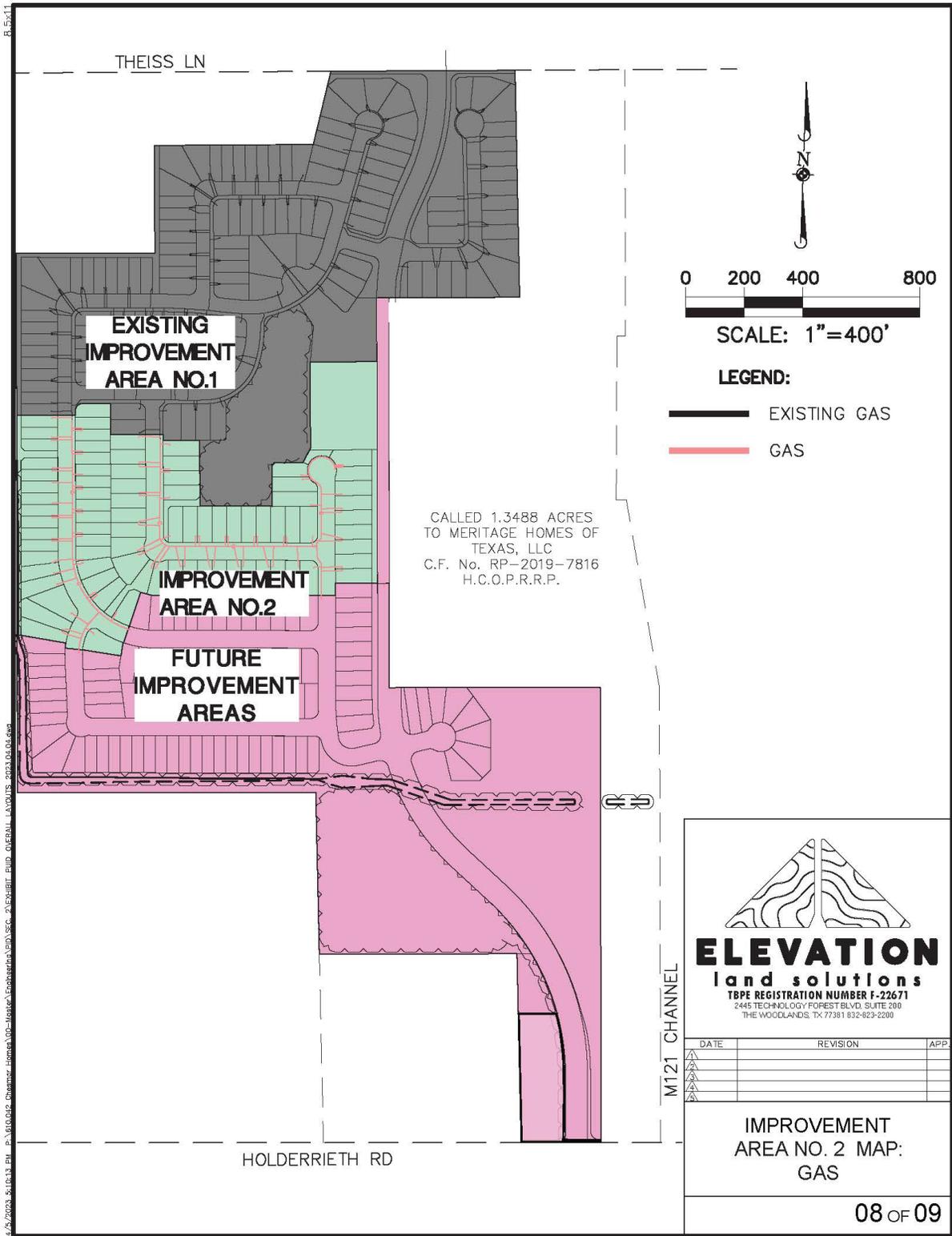
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200

DATE	REVISION	APP

**IMPROVEMENT
AREA NO. 2 MAP:
SANITARY SEWER**

06 OF 09





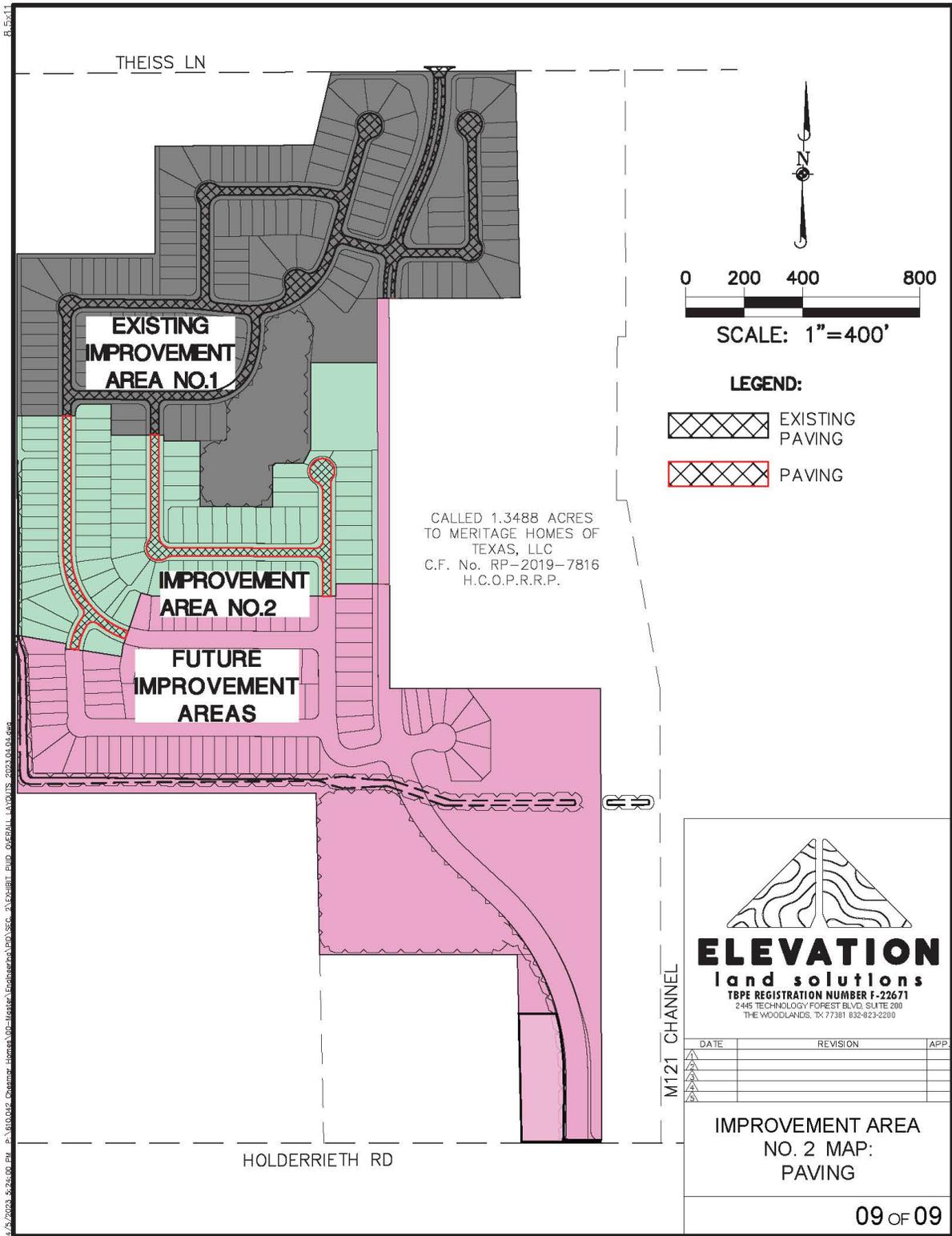


EXHIBIT I – NOTICE OF PID ASSESSMENT TERMINATION



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

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

Re: City of Tomball Lien Release documents for filing

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

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

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

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

Sincerely,
[Signature]

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

[legal description], a subdivision in Harris County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Harris County, Texas (hereinafter referred to as the "Property"); and

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

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, as established by Ordinance No. _____, which levied the Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF TOMBALL, TEXAS,

By: _____
[Name], [Title]

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

Notary Public, State of Texas

EXHIBIT J-1 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2023	\$ 90,000.00	\$ 227,386.14	\$ 317,386.14
2024	71,000.00	246,826.26	317,826.26
2025	73,000.00	243,453.76	316,453.76
2026	76,000.00	239,986.26	315,986.26
2027	79,000.00	236,376.26	315,376.26
2028	82,000.00	232,623.76	314,623.76
2029	86,000.00	228,421.26	314,421.26
2030	90,000.00	224,013.76	314,013.76
2031	94,000.00	219,401.26	313,401.26
2032	98,000.00	214,583.76	312,583.76
2033	102,000.00	209,561.26	311,561.26
2034	108,000.00	203,568.76	311,568.76
2035	114,000.00	197,223.76	311,223.76
2036	120,000.00	190,526.26	310,526.26
2037	126,000.00	183,476.26	309,476.26
2038	133,000.00	176,073.76	309,073.76
2039	140,000.00	168,260.00	308,260.00
2040	148,000.00	160,035.00	308,035.00
2041	156,000.00	151,340.00	307,340.00
2042	165,000.00	142,175.00	307,175.00
2043	174,000.00	132,481.26	306,481.26
2044	183,000.00	122,258.76	305,258.76
2045	194,000.00	111,507.50	305,507.50
2046	205,000.00	100,110.00	305,110.00
2047	216,000.00	88,066.26	304,066.26
2048	229,000.00	75,376.26	304,376.26
2049	242,000.00	61,922.50	303,922.50
2050	256,000.00	47,705.00	303,705.00
2051	270,000.00	32,665.00	302,665.00
2052	286,000.00	16,802.50	302,802.50
Total	<u>\$4,406,000.00</u>	<u>\$4,884,207.58</u>	<u>\$9,290,207.58</u>

EXHIBIT J-2 – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #2 BONDS

Final

City of Tomball

Special Assessment Revenue Bonds
 Wood Leaf Reserve PID Improvement Area #2
 Series 2024

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
09/30/2024	-	-	21,146.88	21,146.88
09/30/2025	49,000.00	5.500%	169,175.00	218,175.00
09/30/2026	51,000.00	5.500%	166,480.00	217,480.00
09/30/2027	53,000.00	5.500%	163,675.00	216,675.00
09/30/2028	55,000.00	5.500%	160,760.00	215,760.00
09/30/2029	58,000.00	5.500%	157,735.00	215,735.00
09/30/2030	60,000.00	5.500%	154,545.00	214,545.00
09/30/2031	63,000.00	5.500%	151,245.00	214,245.00
09/30/2032	66,000.00	5.500%	147,780.00	213,780.00
09/30/2033	68,000.00	5.500%	144,150.00	212,150.00
09/30/2034	71,000.00	5.500%	140,410.00	211,410.00
09/30/2035	75,000.00	5.500%	136,505.00	211,505.00
09/30/2036	78,000.00	5.500%	132,380.00	210,380.00
09/30/2037	81,000.00	5.500%	128,090.00	209,090.00
09/30/2038	85,000.00	5.500%	123,635.00	208,635.00
09/30/2039	89,000.00	5.500%	118,960.00	207,960.00
09/30/2040	93,000.00	5.500%	114,065.00	207,065.00
09/30/2041	98,000.00	5.500%	108,950.00	206,950.00
09/30/2042	102,000.00	5.500%	103,560.00	205,560.00
09/30/2043	107,000.00	5.500%	97,950.00	204,950.00
09/30/2044	112,000.00	5.500%	92,065.00	204,065.00
09/30/2045	118,000.00	5.750%	85,905.00	203,905.00
09/30/2046	124,000.00	5.750%	79,120.00	203,120.00
09/30/2047	130,000.00	5.750%	71,990.00	201,990.00
09/30/2048	137,000.00	5.750%	64,515.00	201,515.00
09/30/2049	144,000.00	5.750%	56,637.50	200,637.50
09/30/2050	151,000.00	5.750%	48,357.50	199,357.50
09/30/2051	159,000.00	5.750%	39,675.00	198,675.00
09/30/2052	168,000.00	5.750%	30,532.50	198,532.50
09/30/2053	177,000.00	5.750%	20,872.50	197,872.50
09/30/2054	186,000.00	5.750%	10,695.00	196,695.00
Total	\$3,008,000.00	-	\$3,241,561.88	\$6,249,561.88

Series 2024 IA 2 - FINAL | SINGLE PURPOSE | 7/1/2024 | 11:26 AM

EXHIBIT K-1 – DISTRICT BOUNDARY DESCRIPTION

A **METES & BOUNDS** description of a certain 90.54 acre (3,943,901 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632 in Harris County, Texas, being all of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP- 2020-405995, Harris County Official Public Records of Real Property, also being all of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, also being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 90.54 acre (3,943,901 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 2-inch iron pipe found, being the most westerly northwest corner of the herein described tract, being the most westerly northwest corner of said called 61.013 acre tract, also being the southwest corner of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P., by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records of Real Property, also being on the east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, by plat recorded in Clerk's File No. W008922, Harris County Map Records;

THENCE, North 87°45'25" East, 472.90 feet along the south line of said called 6.7133 acre tract to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract;

THENCE, North 02°26'51" West, 368.19 feet along the east line of said called 6.7133 acre tract to a 5/8-inch iron rod (with cap) found, being the most northerly northwest corner of said called 61.013 acre tract;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Alejandro and Apolinar Gomez by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a point for corner, being the northeast corner of said called 1.167 acre tract (Tract 2), from which a 5/8-inch iron rod (with cap) found bears North 11°11'31" East, 0.41 feet;

THENCE, North 87°21'24" East, 629.28 feet to a point for the northeast corner of the herein described tract, being the northeast corner of said Tract V, also being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC, by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears North 03°29'29" West, 0.92 feet;

THENCE, along the west line of said called 39.03 acre tract, the following five (5) courses and distances:

1. South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found;
2. South 87°21'07" West, 448.18 feet to a 5/8-inch iron rod found;
3. South 02°27'59" East, 1,331.96 feet to a 1/2-inch iron rod found;
4. North 87°39'22" East, 720.29 feet to a 1/2-inch iron rod found;

5. South 02°27'41" East, 1,545.47 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set for the southeast corner of the herein described tract, being 10 feet north of and parallel to the north right-of-way line of Holderrieth Road (width varies per Volume 816, Page 359, and Volume 1036, Page 256, Harris County Deed Records);

THENCE, South 87°39'37" West, 10 feet north of and parallel to said north right-of-way line of Holderrieth Road, 129.42 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 30.00 feet, a central angle of 40°10'02", an arc length of 21.03 feet, and a chord bearing of North 17°44'38" East, 20.60 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, North 02°20'23" West, 198.70 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being the beginning of a curve to the left;

THENCE, along said curve to the left in a northerly direction, with a radius of 810.05 feet, a central angle of 15°17'16", an arc length of 216.14 feet, and a chord bearing of North 09°59'01" West, 215.50 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set;

THENCE, South 87°39'37" West, 132.30 feet to a 5/8-inch iron rod (with cap stamped "Manhard") set, being on the east line of a called 0.6462 acre tract (Tract 2) conveyed to Alejandro Gomez and

Apolinar Gomez by deed recorded in Clerk's File No. 20060092123, Harris County Official Public Records of Real Property;

THENCE, North 03°36'41" West, 204.00 feet along said east line of said called 0.6462 acre tract to the northeast corner of said called 0.6462 acre tract, from which a 1-inch iron pipe found bears North 22°52'28" West, 1.14 feet;

THENCE, South 87°37'15" West, along the north line of said called 0.6462 acre tract, at a distance of 100.11 feet passing a 1/2-inch iron rod found, being the northwest corner of said called 0.6462 acre tract, also being the northeast corner of the remainder of a called 10.0 acre tract conveyed to Walter John Rumfolo and wife, Lucille Rumfolo, by deed recorded in Clerk's File No. D055346, Harris County Official Public Records, continuing along the north line of said called 10.0 acre tract for a total distance of 675.32 feet to a 3/8-inch iron rod found, being the northwest corner of said remainder of said called 10.0 acre tract, also being on the east line of a called 25.950 acre tract conveyed to Maple Group, Ltd., by deed recorded in Clerk's File No. X273577, Harris County Official Public Records of Real Property;

THENCE, North 03°35'52" West, 551.72 feet along said east line of said called 25.950 acre tract to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 25.950 acre tract;

THENCE, South 87°39'58" West, 1,019.61 feet along the north line of said called 25.950 acre tract to a point for corner, being the northwest corner of said called 25.950 acre tract, also being on the east line of a called 1.3488 acre tract conveyed to Gordon Bruce Glanville by deed recorded in Clerk's File No. P064837, Harris County Official Public Records of Real Property, from which a 5/8-inch iron rod (with cap) found bears South 87°39'58" West, 1.07 feet;

THENCE, North 02°26'12" West, at a distance of 766.87 feet passing a 1/2-inch iron rod found, being the northeast corner of a called 5.0074 acre tract conveyed to Alvin W. Theis and wife, Thelma Theis, by deed recorded in Clerk's File No. J142169, Harris County Official Public Records of Real Property, also being the southeast corner of a called 4.9837 acre tract conveyed to Tractor Supply Co. of Texas, LP, by deed recorded in Clerk's File No. 20140022360, Harris County Official Public Records of Real Property, at a distance of 1,726.03 feet passing a 1/2-inch iron rod inside of a 2" iron pipe found on said east line of Restricted Reserve "A", Replat of Wal-Mart Tomball, in all a distance of 1,844.67 feet to the **POINT OF BEGINNING, CONTAINING** 90.54 acres (3,943,901 square feet) of land in Montgomery County, Texas, filed in the office of Manhard Consulting, Ltd. In The Woodlands, Texas.

EXHIBIT K-2 – IMPROVEMENT AREA #1 BOUNDARY DESCRIPTION

Chesmar Homes, LLC
33.4418 acres

Claude N. Pillot Survey
Abstract No. 632

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 33.4418 acre (1,456,725 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being all of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Clerk's File No. RP-2021-200807, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 2.84 acre tract (Tract I) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 5.00 acre tract (Tract II) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being a portion of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, being all of a called 4.990 acre tract (Tract V) conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property, and being a portion of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas Limited Liability Company by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property; said 33.4418 acre (1,456,725 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 61.013 acre tract and being on the east line of a called 6.7133 acre tract conveyed to Worldwide Rock Enterprises, L.P. by deed recorded in Clerk's File No. 20150562448, Harris County Official Public Records;

THENCE, North 87°17'42" East, 542.42 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 1.167 acre tract (Tract 2) conveyed to Maritia LP, an Arizona Limited Partnership, by deed recorded in Clerk's File No. RP-2020-410875, Harris County Official Public Records of Real Property;

THENCE, North 11°11'31" East, 257.21 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 1.167 acre tract and being on the south right-of-way line of Theis Lane (60 foot right-of way per based on a width of 60 feet) recorded in Clerk's File No. J558545 and Clerk's File No. 5551096, Harris County Official Public Records of Real Property;

THENCE, along the south right-of-way line of said Theis Lane, North 87°21'24" East, 629.28 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of said called 4.990 acre tract (Tract V), being the northwest corner of a called 39.03 acre tract conveyed to Meritage Homes of Texas, LLC by deed recorded in Clerk's File No. RP-2019-7816, Harris County Official Public Records of Real Property, and being the northeast corner of the herein described tract;

THENCE, South 03°29'29" East, 776.09 feet to a 1/2-inch iron rod found, being the southeast corner of said called 4.990 acre tract (Tract V);

THENCE, South 87°21'07" West, 408.18 feet to a 5/8-inch iron rod (with cap) found, being on an interior line of said called 18.334 acre tract (Tract IV);

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

THENCE, South 87°32'01" West, at 40.00 feet passing a 5/8-inch iron rod found, being an exterior corner of said called 39.0554 acre tract and being an interior corner of said called 18.334 acre tract (Tract IV), and continuing for a total distance of 80.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 18.334 acre tract (Tract IV);

THENCE, along the north line of the remainder of said called 18.334 acre tract (Tract IV), the following nine (9) courses and distances:

1. South 02°27'59" East, 217.82 feet to a 5/8-inch iron rod (with cap) found;
2. South 87°31'54" West, 227.76 feet to a 5/8-inch iron rod (with cap) found;
3. South 02°28'06" East, 295.16 feet to a 5/8-inch iron rod (with cap) found;
4. South 25°22'36" West, 54.93 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 95.46 feet to a 5/8-inch iron rod (with cap) found;
6. South 42°40'08" West, 14.11 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°27'43" East, 140.00 feet to a 5/8-inch iron rod (with cap) found;
8. South 87°48'00" West, 247.32 feet to a 5/8-inch iron rod (with cap) found;
9. North 02°24'47" West, 225.00 feet to a 5/8-inch iron rod (with cap) found, being on the north line of the remainder of said called 61.013 acre tract;

THENCE, along the north line of the remainder of said called 61.013 acre tract, the following eight (8) courses and distances:

1. South 87°48'00" West, 125.00 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 19.46 feet to a 5/8-inch iron rod (with cap) found;
3. South 87°35'13" West, 180.00 feet to a 5/8-inch iron rod (with cap) found;
4. North 02°24'47" West, 106.21 feet to a 5/8-inch iron rod (with cap) found;
5. South 87°48'00" West, 94.91 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;
6. Along said curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing South 42°41'37" West, 35.42 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 15.69 feet to a 5/8-inch iron rod (with cap) found;

Chesmar Homes, LLC
33.4418 acres

Claude N. Pilot Survey
Abstract No. 632

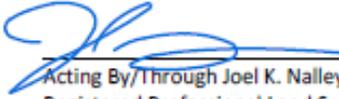
8. South 87°35'13" West, 200.54 feet to a 5/8-inch iron rod (with cap) found, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Replat Wal-Mart Tomball recorded in Film Code No. 519114, Harris County Map Records, and being the southwest corner of the herein described tract;

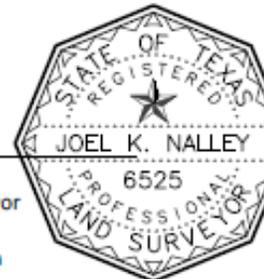
THENCE, North 02°26'12" West, 555.32 feet to a 2-inch iron pipe found, being on the east line of said Restricted Reserve "A", being an exterior corner of said called 61.013 acre tract, and being the southwest corner of said called 6.7133 acre tract;

THENCE, North 87°45'25" East, 472.90 feet to a 1-inch iron pipe found, being the southeast corner of said called 6.7133 acre tract, being an interior corner of said called 61.013 acre tract;

THENCE, North 02°26'51" West, 368.19 feet to the **POINT OF BEGINNING, CONTAINING 33.4418 acres (1,456,725 square feet)** of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

Elevation Land Solutions
2445 Technology Forest Blvd, Suite #200
The Woodlands, Texas 77381
(832) 823-2200
*Texas Board of Professional Engineers &
Land Surveyors Firm Reg. No. 10194692*


Acting By/Through Joel K. Nalley
Registered Professional Land Surveyor
No. 6525
jnalley@elevationlandsolutions.com



12/17/2021

P:\610.042 Chesmar Homes\00-Surveying Services\Legal Descriptions\042-00 33.4418 acres Section 1 plat m&b.doc

EXHIBIT K-3 – IMPROVEMENT AREA #2 BOUNDARY DESCRIPTION

Chesmar Homes, LLC
18.02 acres Wood Leaf Reserve Section 2

Claude N. Pillot Survey
Abstract No. 632

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES & BOUNDS** description of a certain 18.02 acre (784,734 square feet) tract of land situated in the Claude N. Pillot Survey, Abstract No. 632, in Harris County, Texas, being a portion of a called 1.13 acre tract (Tract III) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020405995, Harris County Official Public Records of Real Property, being a portion of the remainder of a called 61.013 acre tract conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-407771, Harris County Official Public Records of Real Property, and being a portion of the remainder of a called 18.334 acre tract (Tract IV) conveyed to Chesmar Homes, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. RP-2020-405995, Harris County Official Public Records of Real Property; said 18.02 acre (784,734 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment:

BEGINNING at a 5/8-inch iron rod (with cap) found, being the southwest corner of Restricted Reserve F of Wood Leaf Reserve Section 1 according to the plat thereof recorded in Film Code No. 694636, Harris County Map Records, being on the west line of said called 61.013 acre tract, being on the east line of Restricted Reserve "A" of Wal-Mart Tomball according to the plat thereof recorded in Film Code No. 519114, Harris County Map Records, and being the northwest corner of the herein described tract;

THENCE, along the south line of said Wood Leaf Reserve Section 1, the following eighteen (18) courses and distances:

1. North 87°35'13" East, 200.54 feet to a 5/8-inch iron rod (with cap) found;
2. North 02°24'47" West, 15.69 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;
3. Along said curve to the right in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°12'47", an arc length of 39.36 feet, and a chord bearing North 42°41'37" East, 35.42 feet to a 5/8-inch iron rod (with cap) found;
4. North 87°48'00" East, 94.91 feet to a 5/8-inch iron rod (with cap) found;
5. South 02°24'47" East, 106.21 feet to a 5/8-inch iron rod (with cap) found;
6. North 87°35'13" East, 180.00 feet to a 5/8-inch iron rod (with cap) found;
7. South 02°24'47" East, 19.46 feet to a 5/8-inch iron rod (with cap) found;
8. North 87°48'00" East, 125.00 feet to a 5/8-inch iron rod (with cap) found;
9. South 02°24'47" East, 225.00 feet to a 5/8-inch iron rod (with cap) found;

10. North 87°48'00" East, 247.32 feet to a 5/8-inch iron rod (with cap) found;
11. North 02°27'43" West, 140.00 feet to a 5/8-inch iron rod (with cap) found;
12. North 42°40'08" East, 14.11 feet to a 5/8-inch iron rod (with cap) found;
13. North 87°48'00" East, 95.46 feet to a 5/8-inch iron rod (with cap) found;
14. North 25°22'36" East, 54.93 feet to a 5/8-inch iron rod (with cap) found;
15. North 02°28'06" West, 295.16 feet to a 5/8-inch iron rod (with cap) found;
16. North 87°31'54" East, 227.76 feet to a 5/8-inch iron rod (with cap) found;
17. North 02°27'59" West, 217.82 feet to a 5/8-inch iron rod (with cap) found;
18. North 87°32'01" East, 40.00 feet to a 5/8-inch iron rod (with cap) found, being on the east line of said called 18.334 acre tract (Tract IV), being in the centerline of School Street (based on a width of 80-feet) recorded in Film Code No. 694636, Harris County Map Records, being on the west right-of-way line of School Road (based on a width of 40-feet) recorded in Film Code No. 694782, Harris County Map Records, and being the northeast corner of the herein described tract;

THENCE, South 02°27'59" East, along the east line of said called 18.334 acre tract (Tract IV) and along the west right-of-way line of said School Road, 974.84 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, and being the southeast corner of the herein described tract;

THENCE, South 87°32'17" West, 183.90 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 02°27'43" East, 41.98 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°32'17" West, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°48'00" West, 569.09 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 77°12'01" West, 37.28 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 16°17'58" West, 182.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;

THENCE, along said curve to the right in a westerly direction, with a radius of 330.00 feet, a central angle of 00°21'33", an arc length of 2.07 feet, and a chord bearing North 73°31'15" West, 2.07 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 06°49'15" West, 46.06 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

Chesmar Homes, LLC
18.02 acres Wood Leaf Reserve Section 2

Claude N. Pillot Survey
Abstract No. 632

THENCE, North 83°20'05" West, 132.59 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 87°04'13" West, 60.00 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;

THENCE, along said curve to the right in a northerly direction, with a radius of 230.00 feet, a central angle of 04°28'05", an arc length of 17.94 feet, and a chord bearing North 05°09'50" East, 17.93 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, North 82°36'08" West, 153.73 feet to a 5/8-inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°33'48" West, 15.22 feet to a 5/8-inch iron rod (with cap stamped "ELS") set, being the southwest corner of the herein described tract;

THENCE, North 02°26'12" West, along west line of said called 61.013 acre tract, 752.10 feet to the **POINT OF BEGINNING, CONTAINING** 18.02 acres (784,734 square feet) of land in Harris County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

Elevation Land Solutions
2445 Technology Forest Blvd, Suite #200
The Woodlands, Texas 77381
(832) 823-2200
*Texas Board of Professional Engineers &
Land Surveyors Firm Reg. No. 10194692*

James Augustine Ladwig
Acting By/Through J. Augustine Ladwig
Registered Professional Land Surveyor
No. 6835
gladwig@elevationlandsolutions.com
03/06/2023



STATE OF TEXAS §
COUNTY OF HARRIS §

WE, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY ACTING BY AND THROUGH DONALD P. KLEN, ITS CHIEF EXECUTIVE OFFICER, OWNER IN THIS SECTION AFTER RETURNED TO AS OWNERS (WHETHER ONE OR MORE) OF THE 18.02 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF WOOD LEAF RESERVE SEC 2, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LEGAL DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNOBSTRUCTED AERIAL EASEMENT, FIVE (5) FEET IN WIDTH FROM A PLANE TWENTY (20) FEET ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. & A.E.) AS INDICATED AND DEPICED HEREON.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND 15 FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAINVES, DRAINS, BLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED AND DEPICED UPON IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, OWING THE CITY OF TOMBALL, HARRIS COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK, OR NATURAL DRAINAGEWAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGEWAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT, EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN TESTIMONY WHEREOF, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY DONALD P. KLEN, ITS CHIEF EXECUTIVE OFFICER THEREUNTO AUTHORIZED, AND ITS COMMON SEAL, HEREUNTO AFFIXED
THIS ____ DAY OF _____, 2023.

CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY:
DONALD P. KLEN
CHIEF EXECUTIVE OFFICER

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DONALD P. KLEN, CHIEF EXECUTIVE OFFICER, CHESMAR HOMES, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ Day of _____, 2023.

SIGNED: _____

PRINTED: _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

I, PAUL R. BRETHERTON, AM AUTHORIZED FOR REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER OBJECTS OF A PERMANENT NATURE) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE QUARTERS (3/4) OF AN INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

PAUL R. BRETHERTON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5977

I, TENESHA HUDSPETH, COUNTY CLERK OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____ 2023 AT ____ O'CLOCK ____ M., AND DULY RECORDED ON _____ 2023 AT ____ O'CLOCK ____ M., AND AT FILM CODE NUMBER _____ OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN

TENESHA HUDSPETH
COUNTY CLERK
HARRIS COUNTY, TEXAS

BY: _____
DEPUTY

THIS IS TO CERTIFY THAT THE PLANNING & ZONING COMMISSION OF THE CITY OF TOMBALL, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF WOOD LEAF RESERVE, SEC 2, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF TOMBALL, AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS ____ DAY OF _____, 2023.

BARBARA TAQUE
CHAIRMAN

SIGNATURE OF
VICE CHAIRMAN

PRINTED NAME

WOOD LEAF RESERVE SEC 2

A SUBDIVISION OF 18.02 ACRES OF LAND
OUT OF THE CLAUDE N. PILLOT SURVEY, A-632
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

81 LOTS 6 RESERVES 4 BLOCKS

MARCH 2023

OWNER/
DEVELOPER: CHESMAR HOMES, LLC,
A TEXAS LIMITED LIABILITY COMPANY
480 HILMWOOD FOREST DR., SUITE 803
SPRING, TEXAS 77380
281-932-8907

ENGINEER/
SURVEYOR:



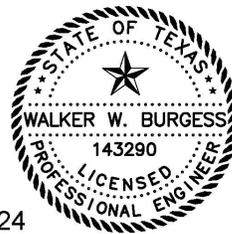
SHEET 2 OF 2

APPENDIX A – IMPROVEMENT AREA #2 ENGINEER’S REPORT



**ENGINEERING REPORT
FOR
WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT
FOR
CITY OF TOMBALL
HARRIS COUNTY, TEXAS**

Walker W. Burgess
4/8/2024



Texas Board of Professional Engineers Registration No. F-22671 | Texas Board of Professional Land Surveying Registration No. 10194692
2445 Technology Forest Blvd., Suite 200, The Woodlands, TX 77381 | 832.823.2200 | elevationlandsolutions.com



Table of Contents

Introduction.....	1
Development Costs	1
Development Improvements	1-2
Development Schedule.....	2
Design Stage	2
Construction Stage	2

List of Appendices

- Appendix 1 – Site Location Map
- Appendix 2 – Engineers’ Opinion of Probable Cost
- Appendix 3 – Improvement Area Map
- Appendix 4 – Major Improvements Map: Clearing and Grubbing, Channel and Detention Drainage, and Road Improvement’s Plan
- Appendix 5 – Improvement Area No. 2 Map: Storm Drainage
- Appendix 6 – Improvement Area No. 2 Map: Sanitary Sewer
- Appendix 7 – Improvement Area No. 2 Map: Water Distribution
- Appendix 8 – Improvement Area No. 2 Map: Gas
- Appendix 9 – Improvement Area No. 2 Map: Paving



Introduction

The Wood Leaf Reserve development is a proposed single-family residential development tract located in the City of Tomball, Texas located approximately 1,750 feet east of State Highway 249 , north of Holderrieth Road and south of Theiss Lane. The development encompasses approximately 95-acre tract of land that allows for construction of up to 299 single-family residential homes. A site location map has been included in **Appendix 1**.

This report includes supporting documentation for the formation of the PID and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Costs

The Wood Leaf Sec. 2 Water, Sanitary, Drainage, Gas, & Paving project was bid 03/09/2023 and the project cost have been provided as **Appendix 2**.

Development Improvements

Development improvements have been defined as Improvement Areas #1 - #3. Improvement Area #1 consists of Wood Leaf Reserve Section 1. Improvement Area #2 consists of Wood Leaf Reserve Section 2. Improvement Area #3 consists of Wood Leaf Reserve Section 3.

Development Improvements will be designed and constructed in accordance with City of Tomball standards and specifications and will be owned and operated by the City unless otherwise indicated. Development improvements include:

- **Streets**

Major Improvements include median modifications from existing Improvement Area #1 and refresh topcoat of existing gravel road east of Wood Leaf Reserve and west M121 Drainage Channel. Improvement Areas #2 include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and streetlights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- **Drainage**

Major Improvements include clearing and grubbing, a bypass channel, and detention reinforced concrete piping into existing M121 channel. Improvement Areas # 2 include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, and inlets. These will include the necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area. The drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.



- **Water**

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

- **Wastewater**

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

- **Gas**

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

Development areas and improvements are depicted within **Appendix 3** through **Appendix 9**.

Development Schedule

Design Stage

Detention and the Fill Plans for Wood Leaf Reserve (Improvement Area #1) construction plans have been approved by the City of Tomball as of July 9, 2021. Wood Leaf Reserve, Section 1, underground utilities and paving (of Improvement Area #1) construction plans have been approved by the City of Tomball as of August 23, 2020.

Improvement Area #2, Wood Leaf Reserve, Section 2 construction plans are estimated to be approved by the City of Tomball May 2023.

Improvement Area #3, Wood Leaf Reserve, Section 3 construction plans are estimated to be submitted to the City of Tomball for review in August 2023.



Construction Stage

Detention and Mass Grading for Wood Leaf Reserve Improvement Area #1 is completed. Wood Leaf Reserve Section 1 of Improvement Area #1 has been completed and home construction has started.

Improvement Area #2, Wood Leaf Reserve, Section 2 is estimated to begin construction in May 2023 with final acceptance estimated in October 2023.

Improvement Area #3, Wood Leaf Reserve, Section 3 is estimated to begin construction in October 2023 with final acceptance estimated March 2024.

APPENDIX



APPENDIX 1 SITE LOCATION MAP



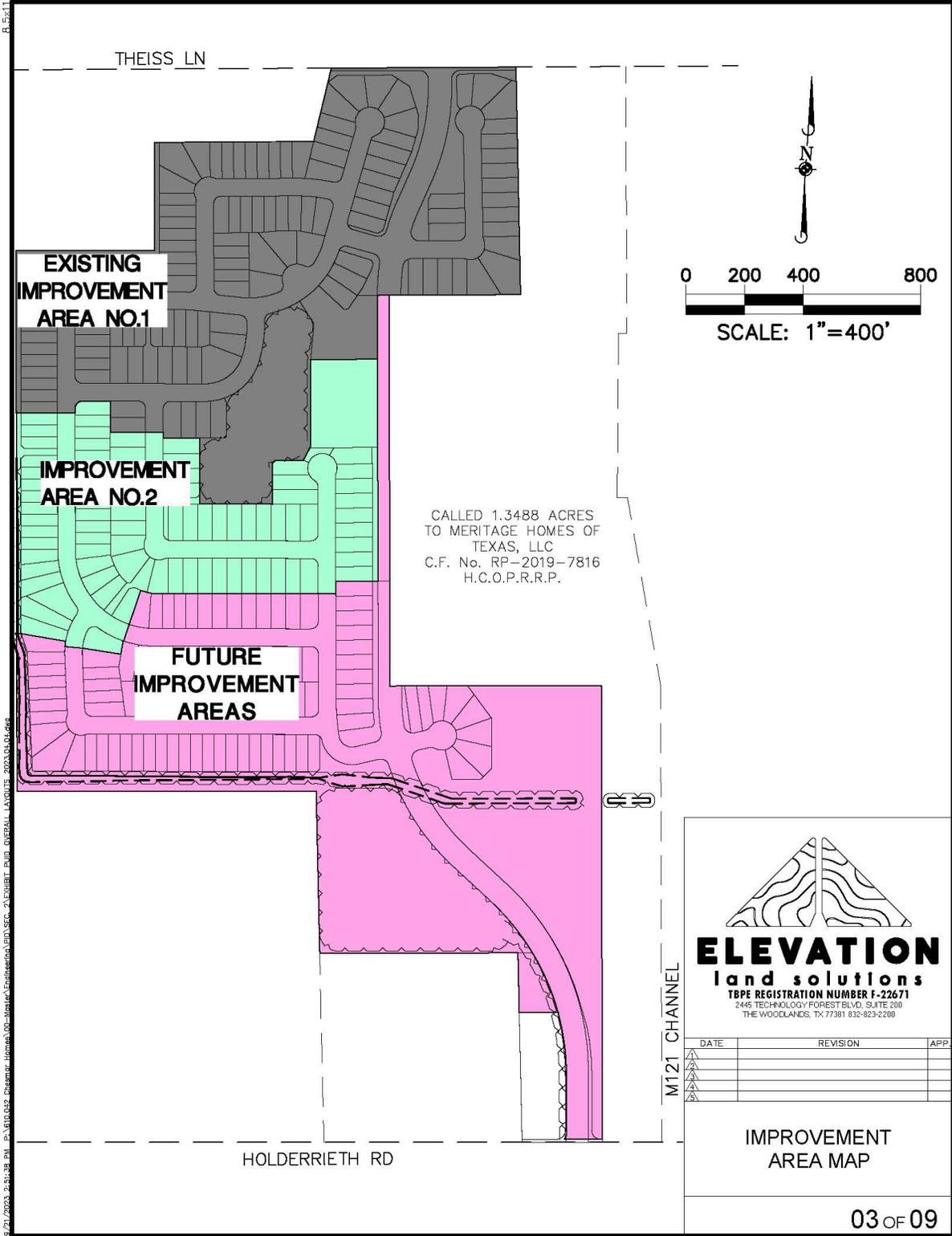
APPENDIX 2 ENGINEER'S OPINION OF PROBABLE COST

**Wood Leaf Reserve
Project Costs
Improvement Area 2**

Item	
Improvement Area 2	SA-2
Hard Cost	
Clearing and Grubbing and Site Preparation	\$ 73,591
Streets	\$ 841,523
Water	\$ 205,635
Wastewater	\$ 306,289
Drainage	\$ 1,246,386
Excavating Grading and Detention	\$ 400,468
Gas Improvements	\$ 123,377
Additional Items (per contract)	\$ -
Construction - IA2	\$ 3,197,269
Soft Cost	
Detention Impact Fees	\$ -
Preliminary Engineering	\$ -
Construction Staking	\$ -
SWPPP	\$ 47,959
Geotech & CMT Services	\$ 63,945
Engineering	\$ 479,590
Contingencies	\$ 319,727
Construction Permit	\$ -
Drainage Study	\$ -
Traffic Impact Analysis	\$ -
Project Management Fee	\$ -
Developer District Formation Expenses	\$ -
Soft Cost - IA2	\$ 911,221
Total - Improvement Area 2	\$ 4,108,490
Major Improvements:	
Wastewater Collection System (Off-Site)	\$ 75,250
Clearing and Grubbing and Site Preparation	
Offsite Drainage	\$ 459,281
Excavation, Grading and Detention	
Construction Cost - Major Improvements	\$ 534,531
SWPPP	\$ 6,905
Geotech & CMT Services	\$ 4,912
Engineering	\$ 41,797
Contingencies	\$ 53,453
Project Management Fee	\$ 21,381
Developer District Formation Expenses	\$ 27,431
Soft Cost - Major Improvements	\$ 155,880
Total - Major Improvements	\$ 690,411
GRAND TOTAL - IA2 and Major Improvements	\$ 4,798,901

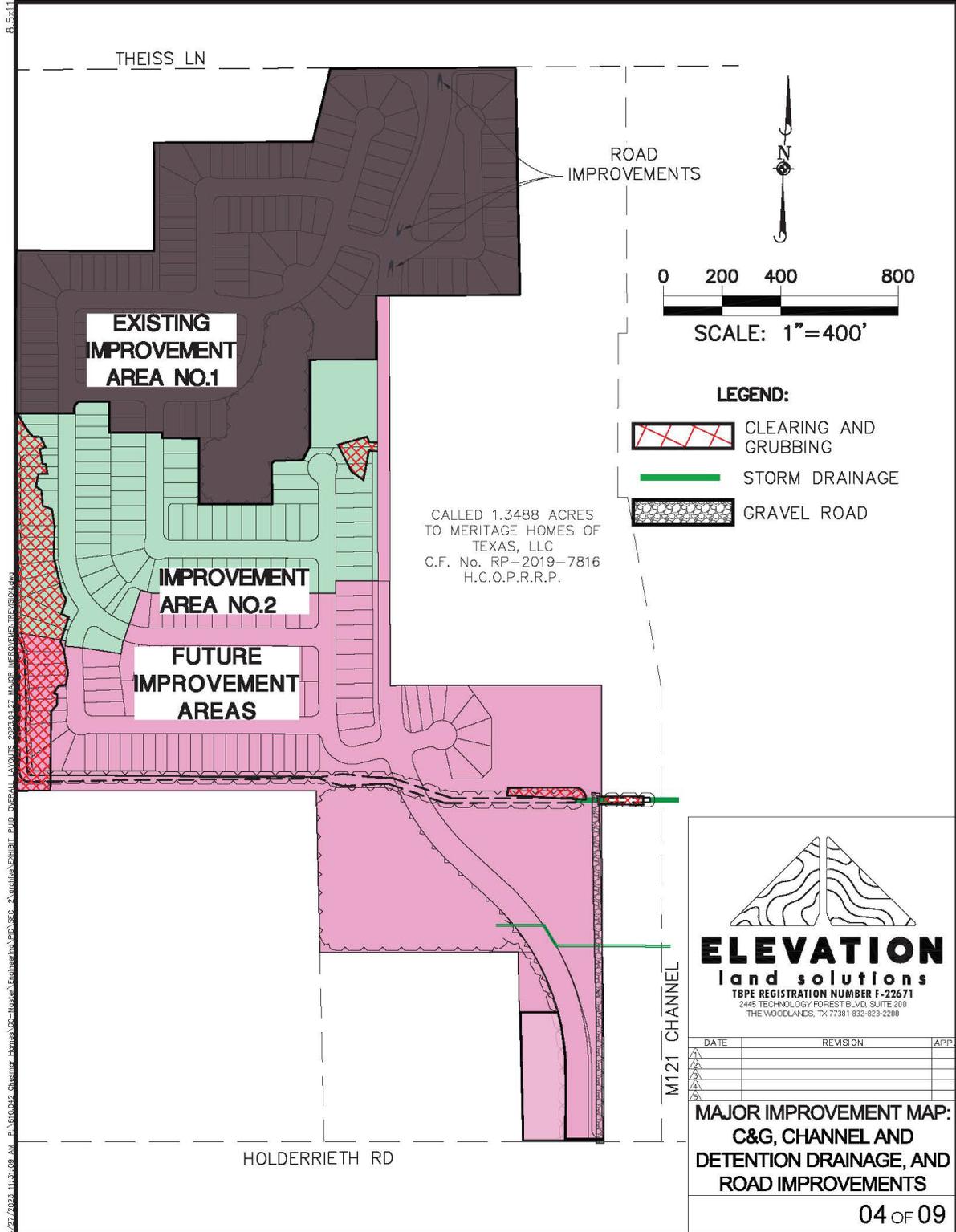


**APPENDIX 3
IMRPOVEMENT AREA MAP**



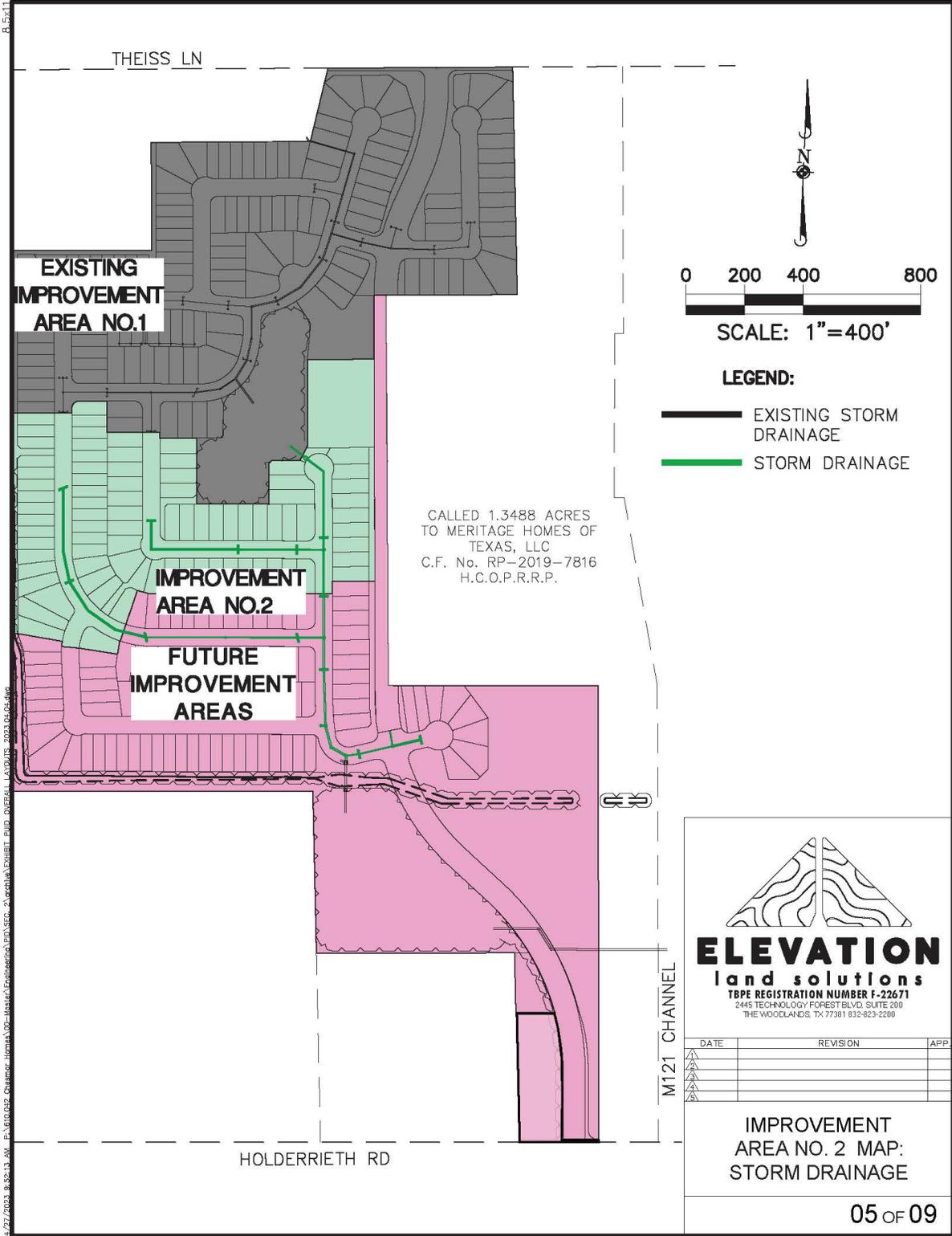


APPENDIX 4
MAJOR IMPROVEMENT AREA MAP: CLEARING AND GRUBBING, CHANNEL
AND DETENTION DRAINAGE, AND ROAD IMPROVEMENTS PLAN



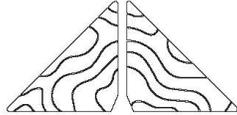


APPENDIX 5
IMPROVEMENT AREA NO. 2 MAP: STORM DRAINAGE



1/27/2024 8:52:13 AM E:\GIS\02 - Responder Homes\102 - Meritage Homes\102 - Meritage Homes - 2024\102 - 2024\102.dwg

ELEVATION LAND SOLUTIONS - WOOD LEAF



ELEVATION
land solutions

TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 932-923-2200

DATE	REVISION	APP.

**IMPROVEMENT
AREA NO. 2 MAP:
STORM DRAINAGE**

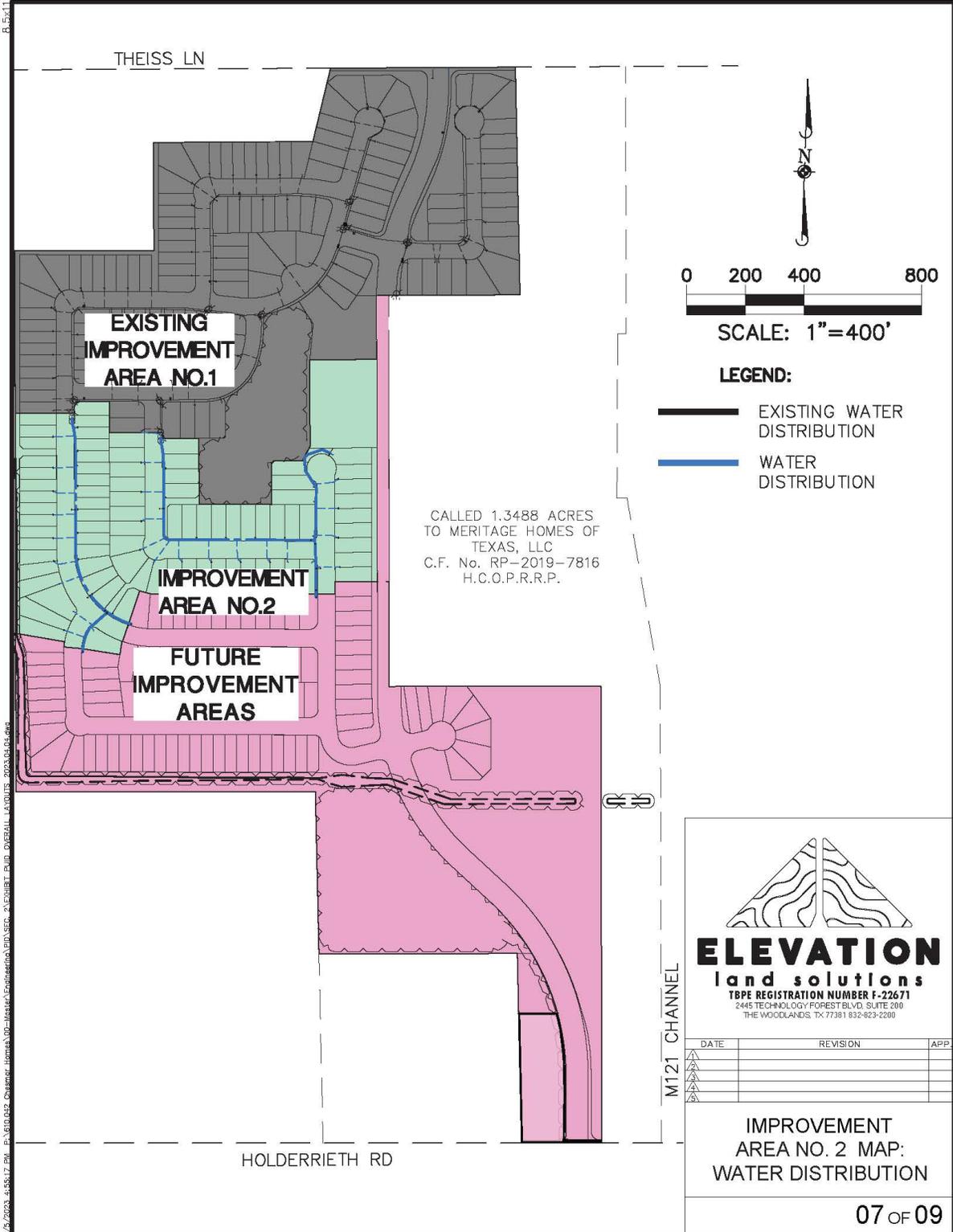
05 OF 09



APPENDIX 6
IMPROVEMENT AREA NO. 2 MAP: SANITARY SEWER



**APPENDIX 7
IMPROVEMENT AREA NO. 2: WATER DISTRIBUTION**



M121 CHANNEL

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-923-2200

DATE	REVISION	APP.

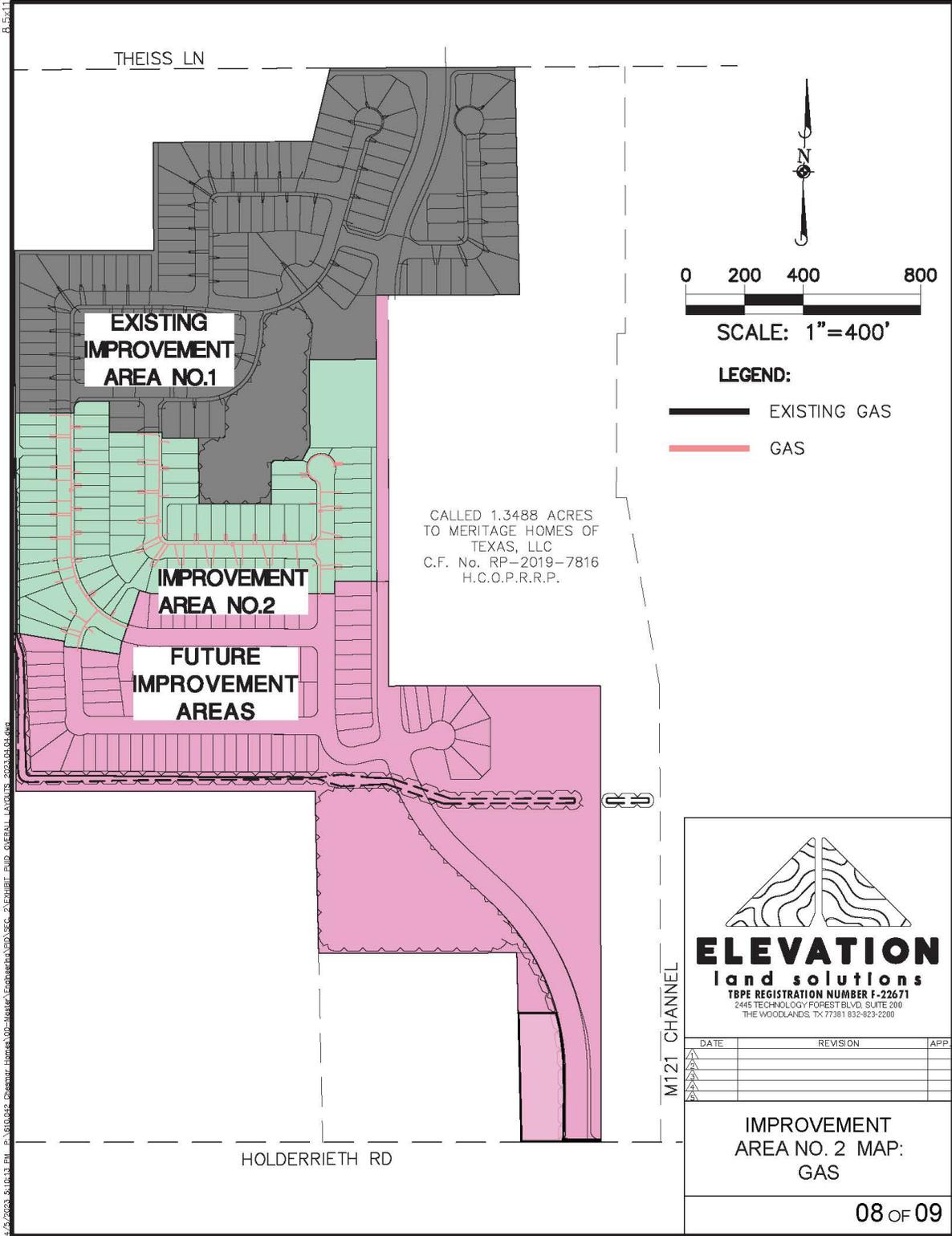
IMPROVEMENT
AREA NO. 2 MAP:
WATER DISTRIBUTION

07 OF 09

ELEVATION LAND SOLUTIONS - WOOD LEAF

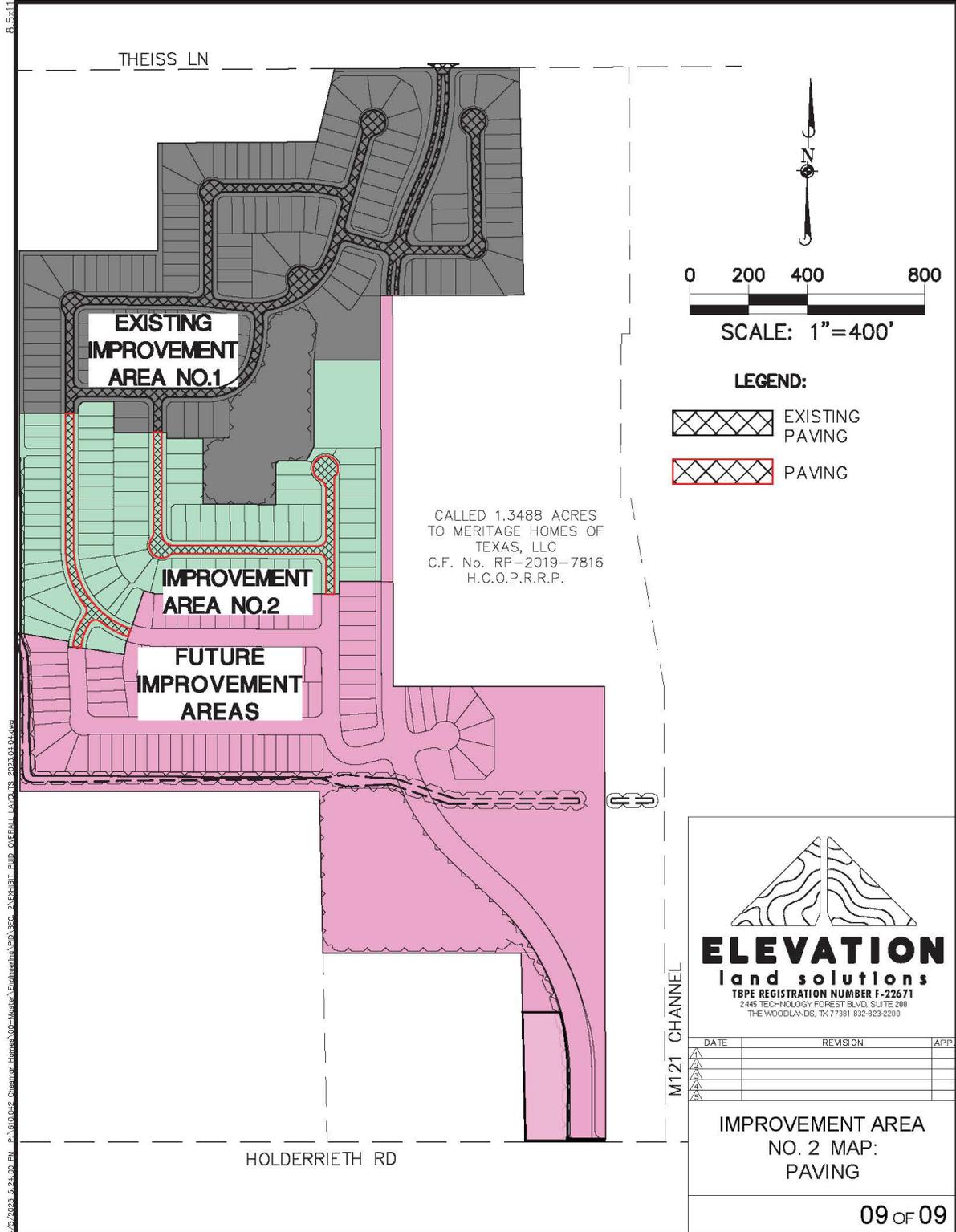


**APPENDIX 8
IMPROVEMENT AREA NO. 2 MAP: GAS**





APPENDIX 9
IMPROVEMENT AREA NO. 2 MAP: PAVING



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
- Improvement Area #2
 - Lot Type 3
 - Lot Type 4

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT
TYPE 1**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$32,676.70

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Wood Leaf Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 1

Lot Type 1 - Improvement Area #1 2022 Bonds					
Installments Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs [c]	Total Installment [d]
1/31/2025	561.93	1,874.03	163.38	367.60	2,966.94
1/31/2026	585.02	1,847.34	160.57	374.95	2,967.89
1/31/2027	608.12	1,819.55	157.65	382.45	2,967.77
1/31/2028	631.21	1,790.67	154.61	390.10	2,966.58
1/31/2029	662.00	1,758.32	151.45	397.90	2,969.67
1/31/2030	692.79	1,724.39	148.14	405.86	2,971.18
1/31/2031	723.58	1,688.88	144.68	413.98	2,971.12
1/31/2032	754.37	1,651.80	141.06	422.25	2,969.49
1/31/2033	785.16	1,613.14	137.29	430.70	2,966.29
1/31/2034	831.35	1,567.01	133.36	439.31	2,971.04
1/31/2035	877.54	1,518.17	129.21	448.10	2,973.01
1/31/2036	923.72	1,466.61	124.82	457.06	2,972.22
1/31/2037	969.91	1,412.34	120.20	466.20	2,968.66
1/31/2038	1,023.79	1,355.36	115.35	475.53	2,970.03
1/31/2039	1,077.68	1,295.21	110.23	485.04	2,968.16
1/31/2040	1,139.26	1,231.90	104.84	494.74	2,970.74
1/31/2041	1,200.84	1,164.97	99.15	504.63	2,969.59
1/31/2042	1,270.12	1,094.42	93.14	514.73	2,972.41
1/31/2043	1,339.40	1,019.80	86.79	525.02	2,971.01
1/31/2044	1,408.68	941.11	80.09	535.52	2,965.40
1/31/2045	1,493.35	858.35	73.05	546.23	2,970.99
1/31/2046	1,578.03	770.62	65.58	557.16	2,971.38
1/31/2047	1,662.70	677.91	57.69	568.30	2,966.60
1/31/2048	1,762.77	580.22	49.38	579.67	2,972.04
1/31/2049	1,862.84	476.66	40.57	591.26	2,971.33
1/31/2050	1,970.61	367.22	31.25	603.08	2,972.16
1/31/2051	2,078.38	251.45	21.40	615.15	2,966.37
1/31/2052	2,201.54	129.34	11.01	627.45	2,969.34
Total	\$ 32,676.70	\$ 33,946.78	\$ 2,905.96	\$ 13,619.96	\$ 83,149.39

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at a rate of .50%.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown 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.

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT
TYPE 2**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$36,637.51

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Wood Leaf Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 2

Lot Type 2 - Improvement Area #1 2022 Bonds					
Installments Due	Principal	Interest [a]	Additional Interest [b]	Annual Collection Costs [c]	Total Installment [d]
1/31/2025	630.04	2,101.19	183.19	412.16	3,326.57
1/31/2026	655.94	2,071.26	180.04	420.40	3,327.63
1/31/2027	681.83	2,040.10	176.76	428.81	3,327.50
1/31/2028	707.72	2,007.72	173.35	437.38	3,326.17
1/31/2029	742.24	1,971.45	169.81	446.13	3,329.63
1/31/2030	776.77	1,933.41	166.10	455.05	3,331.32
1/31/2031	811.29	1,893.60	162.21	464.15	3,331.26
1/31/2032	845.81	1,852.02	158.16	473.44	3,329.43
1/31/2033	880.34	1,808.67	153.93	482.91	3,325.84
1/31/2034	932.12	1,756.95	149.53	492.56	3,331.16
1/31/2035	983.90	1,702.19	144.87	502.42	3,333.38
1/31/2036	1,035.69	1,644.38	139.95	512.46	3,332.48
1/31/2037	1,087.47	1,583.54	134.77	522.71	3,328.49
1/31/2038	1,147.89	1,519.65	129.33	533.17	3,330.04
1/31/2039	1,208.30	1,452.21	123.59	543.83	3,327.94
1/31/2040	1,277.35	1,381.22	117.55	554.71	3,330.83
1/31/2041	1,346.40	1,306.18	111.16	565.80	3,329.54
1/31/2042	1,424.07	1,227.08	104.43	577.12	3,332.70
1/31/2043	1,501.75	1,143.41	97.31	588.66	3,331.13
1/31/2044	1,579.43	1,055.18	89.80	600.43	3,324.85
1/31/2045	1,674.36	962.39	81.91	612.44	3,331.10
1/31/2046	1,769.30	864.02	73.53	624.69	3,331.55
1/31/2047	1,864.24	760.08	64.69	637.18	3,326.19
1/31/2048	1,976.44	650.55	55.37	649.93	3,332.29
1/31/2049	2,088.64	534.44	45.48	662.93	3,331.49
1/31/2050	2,209.47	411.73	35.04	676.19	3,332.43
1/31/2051	2,330.30	281.92	23.99	689.71	3,325.93
1/31/2052	2,468.39	145.02	12.34	703.50	3,329.26
Total	\$ 36,637.51	\$ 38,061.54	\$ 3,258.19	\$ 15,270.87	\$ 93,228.11

Footnotes:

[a] Interest on the Improvement Area #1 Bonds is calculated at the actual rate of the PID Bonds.

[b] Additional Interest is calculated at a rate of .50%.

[c] Includes a \$60 per lot (\$7,380 for Improvement Area #1) is budgeted for costs incurred by City staff for administering the PID.

[d] The figures shown 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.

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT
TYPE 3**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$35,110.42

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Wood Leaf Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 3

Lot Type 3 - Improvement Area #2 2024 Bonds						
Installments Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2024	-	246.83	(246.83)	-	-	-
2025	571.95	1,974.67	-	175.55	525.26	3,247.42
2026	595.29	1,943.21	-	172.69	535.76	3,246.96
2027	618.63	1,910.47	-	169.72	546.48	3,245.30
2028	641.98	1,876.45	-	166.62	557.41	3,242.45
2029	677.00	1,841.14	-	163.41	568.55	3,250.10
2030	700.34	1,803.90	-	160.03	579.92	3,244.20
2031	735.36	1,765.38	-	156.53	591.52	3,248.79
2032	770.37	1,724.94	-	152.85	603.35	3,251.52
2033	793.72	1,682.57	-	149.00	615.42	3,240.71
2034	828.74	1,638.91	-	145.03	627.73	3,240.41
2035	875.43	1,593.33	-	140.89	640.28	3,249.93
2036	910.44	1,545.19	-	136.51	653.09	3,245.23
2037	945.46	1,495.11	-	131.96	666.15	3,238.68
2038	992.15	1,443.11	-	127.23	679.47	3,241.96
2039	1,038.84	1,388.54	-	122.27	693.06	3,242.71
2040	1,085.53	1,331.41	-	117.07	706.92	3,240.93
2041	1,143.89	1,271.70	-	111.65	721.06	3,248.30
2042	1,190.58	1,208.79	-	105.93	735.48	3,240.78
2043	1,248.94	1,143.31	-	99.97	750.19	3,242.42
2044	1,307.30	1,074.61	-	93.73	765.20	3,240.84
2045	1,377.34	1,002.71	-	87.19	780.50	3,247.74
2046	1,447.37	923.52	-	80.31	796.11	3,247.31
2047	1,517.41	840.29	-	73.07	812.03	3,242.80
2048	1,599.11	753.04	-	65.48	828.28	3,245.91
2049	1,680.82	661.09	-	57.49	844.84	3,244.24
2050	1,762.52	564.45	-	49.08	861.74	3,237.79
2051	1,855.90	463.10	-	40.27	878.97	3,238.25
2052	1,960.95	356.39	-	30.99	896.55	3,244.88
2053	2,066.01	243.63	-	21.19	914.48	3,245.30
2054	2,171.06	124.84	-	10.86	932.77	3,239.52
Total	\$ 35,110.42	\$ 37,836.64	\$ (246.83)	\$ 3,314.54	\$ 21,308.61	\$ 97,323.37

Footnotes:

[a] Interest on Improvement Area #2 Series 2024 Bonds is calculated at the actual rate of the Series 2024 Bonds.

[b] Additional Interest is calculated at a rate of 0.50%.

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

**WOOD LEAF RESERVE PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT
TYPE 4**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.0035), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$38,676.85

As the purchaser of the real property described above, you are obligated to pay assessments to Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Wood Leaf Reserve Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 4

Lot Type 4 - Improvement Area #2 2024 Bonds						
Installments Due 1/31	Principal	Interest ^[a]	Capitalized Interest	Additional Interest ^[b]	Annual Collection Costs	Total Installment ^[c]
2024	-	271.91	(271.91)	-	-	-
2025	630.04	2,175.25	-	193.38	578.61	3,577.29
2026	655.76	2,140.60	-	190.23	590.18	3,576.77
2027	681.47	2,104.53	-	186.96	601.99	3,574.95
2028	707.19	2,067.05	-	183.55	614.03	3,571.81
2029	745.76	2,028.16	-	180.01	626.31	3,580.24
2030	771.48	1,987.14	-	176.28	638.83	3,573.73
2031	810.05	1,944.71	-	172.43	651.61	3,578.80
2032	848.63	1,900.15	-	168.38	664.64	3,581.80
2033	874.34	1,853.48	-	164.13	677.93	3,569.89
2034	912.92	1,805.39	-	159.76	691.49	3,569.56
2035	964.35	1,755.18	-	155.20	705.32	3,580.05
2036	1,002.92	1,702.14	-	150.37	719.43	3,574.87
2037	1,041.50	1,646.98	-	145.36	733.82	3,567.66
2038	1,092.93	1,589.70	-	140.15	748.49	3,571.27
2039	1,144.36	1,529.59	-	134.69	763.46	3,572.10
2040	1,195.79	1,466.65	-	128.97	778.73	3,570.14
2041	1,260.08	1,400.88	-	122.99	794.31	3,578.26
2042	1,311.52	1,331.57	-	116.69	810.19	3,569.97
2043	1,375.81	1,259.44	-	110.13	826.40	3,571.77
2044	1,440.10	1,183.77	-	103.25	842.93	3,570.04
2045	1,517.24	1,104.57	-	96.05	859.78	3,577.64
2046	1,594.39	1,017.32	-	88.46	876.98	3,577.16
2047	1,671.54	925.65	-	80.49	894.52	3,572.20
2048	1,761.55	829.53	-	72.13	912.41	3,575.62
2049	1,851.55	728.24	-	63.33	930.66	3,573.78
2050	1,941.56	621.78	-	54.07	949.27	3,566.68
2051	2,044.42	510.14	-	44.36	968.26	3,567.18
2052	2,160.14	392.59	-	34.14	987.62	3,574.49
2053	2,275.87	268.38	-	23.34	1,007.37	3,574.95
2054	2,391.59	137.52	-	11.96	1,027.52	3,568.58
Total	\$ 38,676.85	\$ 41,679.99	\$ (271.91)	\$ 3,651.22	\$ 23,473.09	\$ 107,209.25

Footnotes:

[a] Interest on the Improvement Area #2 Series 2024 Bonds is calculated the actual rate of the Series 2024 Bonds.

[b] Additional Interest is calculated at a rate of 0.50%.

[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