JAMES BURGESS
Mayor
RITA BISHOP
Councilmember Place 1
KAYLA SANGUINETTI
Councilmember Place 2

JEANIE SCOTT
Mayor Pro Tem/
Councilmember Place 3
GERONIMO HERNANDEZ
Councilmember Place 4
PHYLLIS LEWIS
Councilmember Place 5

VENUS REGULAR COUNCIL MEETING

Venus Civic Center
210 South Walnut
Venus, Texas 76084
Monday, November 8, 2021 7:00 PM

Regular Agenda

Page

1. Call to Order, Roll Call, Invocation, Pledge of Allegiance

2. Announcements from Mayor:

Cell phones are to be turned off or placed on vibrate/silent only. No conversation or comment from the audience is permitted unless specifically called upon by the Mayor. Please remain respectfully quiet.

3. Citizen Public Comment Period:

Citizens may sign up before the meeting begins and will be allowed up to 5 minutes to address the Mayor and Council. The Mayor, Council members and staff members may not respond or converse with speakers during this time. The comments from the speaker must be in the form of a statement. By State law, no questions may be asked or answered for items not appearing on the agenda.

4. Consent Agenda:

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Administrator to implement each item in accordance with staff's recommendation.

4.1. Approval of meeting minutes for City Council special called meeting on October 12, 2021.

4.2. Ratifying the payment of bills for the month of October 2021. 8 - 18

October 2021 Check Report.pdf

I make a motion to approve the consent agenda as presented.

5. Staff Reports, Presentations and Proclamations:

5.1. Fire Department - Jayson Deleon:

5.2. Public Works - Chip Hopkins: 19 - 22

Public Works – 11.8.21.pdf

5.3. Police Department -James Groom: 23

VPD October 2021 Monthly Report .pdf

5.4. City Administration-Tonya Roberts: 24 - 26

City Administrator's Report - November 2021.pdf

5.5. Finances - Cheryl Estes: No Report

5.6. Planning & Development - Dave Gattis: Monthly report. 27

Monthly Report- Planning and Development Activities-October 2021.pdf

6. Public Hearings & action items for Public Hearings:

6.1. Conduct Public Hearing to approve or deny amending Planned Development Site Plan for 10.4 acres in the Radford Berry Survey Abstract 26 in Johnson County and the Radford Berry Survey Abstract No. 42 in Ellis County to change the designed use for a portion of the property from Retail to Townhouses, generally located northwest of U.S. 67 and Patriot Parkway. 28 - 30

1A-Revised PD Site Plan for Patriot Villas.pdf 1B-VENUS TOWNHOUSE-ZONING EXHIBIT.pdf

Open Public Hearing:

Close Public Hearing:

6.2. Discuss and consider approval or denial to amend Planned Development Site Plan for 10.4 acres in the Radford Berry

Survey Abstract 26 in Johnson County and the Radford Berry Survey Abstract No. 42 in Ellis County to change the designed use for a portion of the property from Retail to Townhouses, generally located northwest of U.S. 67 and Patriot Parkway.

I make a motion to deny this application without prejudice.

6.3. Conduct Public Hearing to consider a Planned Development Site Plan for Heritage Hills Multifamily. 31 - 38

2A-PD Site Plan for Heritage Hills Multifamily.pdf 2B-Site Plan-revised.pdf 2C-Landscape Plan-revised.pdf 2D-Comment Responses.pdf

Open Public Hearing:

Close Public Hearing:

6.4. Discuss and consider a Planned Development Site Plan for Heritage Hills Multifamily.

I make a motion to continue this case until December 13, 2021 City Council meeting, pending receipt of the building elevations or renderings.

6.5. Conduct Public Hearing to consider a zoning change for 73.524 acres in the William Hill Survey Abstract No. 379 in Johnson County, generally located south of County Road 109 and east of 7th Street (SH 157), from AG-Agricultural District to PD-Planned Development District, commonly known as Stallion Ranch. 39 - 58

3A-Stallion Ranch PD Zoning.pdf 3B1 - Exhibits - C E F G Revised.pdf 3B2 - Exhibit D-Development Standards.pdf 3B3 - Exhibit H - Permitted Plant List-Version 9-1-2021.pdf 3B4 - Exhibit I - Park Features Concept.pdf 3C-Stallion Ranch Aerial.pdf

Open Public Hearing:

Close Public Hearing:

6.6. Discuss and consider Ordinance No. 741-2021-11 a zoning change for 73.524 acres in the William Hill Survey Abstract No. 379 in Johnson County, generally located south of County Road 109 and east of 7th Street (SH 157), from AG-Agricultural District to PD-Planned Development District, commonly

known as Stallion Ranch.

(NEED ORDINANCE)

I make a motion to approve/deny Ordinance No. 741-2021-11.

6.7. Conduct Public Hearing on the levying of assessments in the Patriot Estates Public Improvement District.

Open Public Hearing:

Close Public Hearing:

6.8. Discuss and consider adoption of Ordinance No. 742-2021-11 of the City Council of the City of Venus, Texas accepting and approving a Service and Assessment Plan and Assessment Rolls for the Patriot Estates Public Improvement District; making a finding of special benefit to the Property in the District; levying Special Assessments against Property within the District and establishing a lien on such Property; providing for the method of assessment and the payment of the Assessment in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, providing for severability, and providing an effective date. 59 - 191

742-2021-11 - Assessment Ordinance v1 (council packet).pdf

I make a motion to approve/deny Ordinance No. 742-2021-11.

6.9. Conduct Public Hearing regarding the creation of a Reinvestment Zone.

Open Public Hearing:

Close Public Hearing:

6.10. Discuss and consider Ordinance No. 740-2021-11 designating a geographic area within the city as a Tax Increment Reinvestment Zone. 192 - 198

740-2021-11- VEN_TIRZ No.1_Creation Ordinance_V1.1.pdf

I make a motion to approve/deny Ordinance No. 740-2021-11.

7. Discussion & consideration Items:

7.1. Discuss and consider Ordinance No. 743-2021-11 authorizing 199 - 389

the issuance of the "City of Venus, Texas, Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District)", approving and authorizing an indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such Bonds; and providing an effective date.

743-2021-11 Bond Ordinance v2.pdf

I make a motion to approve/deny Ordinance No. 743-2021-11.

7.2. Discuss and consider the purchase of a Vac-Trailer from Vermeer. 390 - 392

LP-573-873-1273-XDT_VacTron.compressed.pdf Vac-Trailer.PDF

I make a motion to approve/deny the purchase of the vac-trailer from Vermeer.

7.3. Discuss and consider Resolution No. 21-2021-11 affirming the casting of votes in the 2022-2023 Election of the Board of Directors for the Central Appraisal District of Johnson County, Texas. 393 - 395

official ballot.pdf

I make a motion to approve/deny Resolution No. 21-2021-11.

7.4. Discuss and consider Resolution No. 22-2021-11 affirming the casting on votes in the 2022-2023 Election of the Board of Directors for the Central Appraisal District of Ellis County, Texas. 396 - 399

(NEED RESOLUTION)

2022-2023 Candidate Information-Ellis Co..pdf 2022-2023 Official Ballot for Ellis Appraisal District Board of Directors.pdf 2022-2023 Taxing Unit Voting Entitlement-Ellis Co..pdf

I make a motion to approve/deny Resolution No. 22-2021-11.

7.5. Discuss and consider Resolution No. 23-2021-11 to authorize grant submission for Rifle Resistant Vest grant through the Texas Office of the Governor and to designate City 400 - 401

Administrator Tonya Roberts as the grantee's authorized official.

Staff Report Rifle Resistant Vest FY 2022.pdf

Resolution Rifle Resistant Vests FY 2022.pdf

I make a motion to approve/deny Resolution No. 23-2021-11.

7.6. Discuss and consider a Final Plat for Lots 1 and 2, Block 1, Vargas Addition, a two-lot residential subdivision, being 10.011 acres out of the J.C. Pillow Survey Abstract Number 683, the R. Rhodes Survey Abstract Number 716, and the Z. Mobley Survey Abstract Number 1169, Johnson County, generally located north of County Road 212 and west of County Road 213, in the City of Venus Extraterritorial Jurisdiction (ETJ). 402 - 405

4A-Vargas Addition Final Plat.pdf 4B-Plat-10-18-2021.pdf 4C-Vargas Aerial.pdf

I make a motion to approve/deny Final Plat for Vargas Addition, as presented.

7.7. Discuss and consider a Preliminary Plat for Colorado River Crossing Addition, consisting of 15 residential lots and 34 commercial lots, being 284.09 acres out of the BBB&C RR Survey, Abstract No. 92 and the Williams Hickman Survey, Abstract 327, generally located north of U.S. 67 and either side of County Road 615, in the City of Venus Extraterritorial Jurisdiction (ETJ). 406 - 413

5A-Colorado River Crossing Preliminary Plat.pdf 5B-COLORADO RIVER CROSSING PRELIMINARY PLAT-USE.pdf 5C-COLORADO RIVER CROSSING - STREET PLAN.pdf 5D-COLORADO RIVER CROSSING - DRAINAGE.pdf 5E-RESPONSE LETTER 10-20-2021.pdf 5F-Colorado River Crossing Aerial.pdf

I make a motion to approve/deny the Preliminary Plat for Colorado River Crossing Addition, as presented.

8. Executive Session:

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, pursuant to authorization by the Texas Open Meetings Act TEXAS GOVERNMENT CODE,

Chapter 551.071 (2) (Private consultation with attorney for the city) on matter which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

Section: 551.071 (2) -Discuss JMJ Development.

8.1. Recess into Executive Session:

8.2. Reconvene into Open Session:

9. Adjournment

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, pursuant to authorization by the Texas Open Meetings Act TEXAS GOVERNMENT CODE, Chapter 551.071 (Private consultation with attorney for the city), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

This is to certify that a copy of this Notice of Meeting was posted on the bulletin of City Hall, 700 W. Hwy 67 Venus, Texas and at a place readily accessible to the general public at all times and to the City's website www.cityofvenus.org**, November 3, 2021 by 5:00 P.M..**

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Callie Green,

City Secretary

For more information or a copy of the Open Meetings Act, please contact the Attorney General of Texas at 1-800-252-8011; the City Secretary at 972-366-3348, ext. 211 or visit the City of Venus web site at www.cityofvenus.org. This building is wheelchair accessible. Any requests for Interpretive Services must be named 48 hours in advance of the scheduled meeting. To make arrangements please call 972-366-3348 .

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	U. S. TREASURY	FEDERAL WITHHOLDING	4,252.04
			FEDERAL WITHHOLDING	4,847.03
			FEDERAL WITHHOLDING	4,964.07
			FICA WITHHOLDING	2,964.77
			FICA WITHHOLDING	3,389.70
			FICA WITHHOLDING	3,435.74
			MEDICARE WITHHOLDING	693.38
			MEDICARE WITHHOLDING	792.75
			MEDICARE WITHHOLDING	803.51
		CHILD SUPPORT DISTRIBUTION FUND	CASE #0011334214-11305	136.15
			CASE #0011334214-11305	136.15
			CASE #0011334214-11305	136.15
			CASE ID 0010216557	253.85
			CASE ID 0010216557	253.85
			CASE ID 0010216557	253.85
			CASE ID 0012061075	238.15
			CASE ID 0012061075	238.15
			CASE ID 0012061075	238.15
		MISC VENDOR SHERRI APPPLETON	SHERRI APPPLETON:COMM REFU	300.00
		STATE COMPTROLLER	QUARTERLY COLLECTIONS	13,724.90
			TIMELY PAYMENT DISCOUNT	1,136.79-
			ANNUAL TX SEATBELT FEES	295.50
		CITIBANK	GROOM SEPT CC CHARGES	2,364.96
			ESTES SEPT CC CHARGES	1,715.08
			HOPKINS SEPT CC CHARGES	2,735.04
			GORDON SEPT CC CHARGES	205.85
		WEX BANK	MONTHLY SERVICE FEES	4.99
			REBATE	82.66-
			TOTAL:	48,154.31
NON-DEPARTMENTAL	GENERAL FUND	TX COMMISSION ON ENVIRONMENTAL QUALITY	APP FEE FOR SEPTIC TANKS	410.00
		FUEL LOGIC, LLC	1000 GAL FUEL STORAGE TANK	3,575.00
			300 GAL FUEL STORAGE TANK	1,267.50
			PLUMBING/INSTALLATION FOR	1,936.00
			TOTAL:	7,188.50
CITY ADMIN OFFICE	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	131.58
			FICA WITHHOLDING	131.58
			MEDICARE WITHHOLDING	30.77
			MEDICARE WITHHOLDING	30.77
		TONYA ROBERTS	STREET DANCE BAND	400.00
		NORTH CENTRAL TEXAS COUNCIL OF GOVERNM	MUNICIPAL FINANACE FOR EX/	875.00
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	3,065.42
			TOTAL:	4,665.12
CITY SECRETARY	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	167.75
			FICA WITHHOLDING	167.75
			MEDICARE WITHHOLDING	39.23
			MEDICARE WITHHOLDING	39.23
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	4,130.14
			TOTAL:	4,544.10
PLANNING & DEVELOPMENT	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	130.61
			FICA WITHHOLDING	299.84
			FICA WITHHOLDING	318.92
			MEDICARE WITHHOLDING	30.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE WITHHOLDING	70.12
			MEDICARE WITHHOLDING	74.58
		AT&T MOBILITY	CELL PHONES AUG 20 - SEPT	42.22
		MICHAEL B. HALLA	LEGAL FEES FOR AUG 21	2,500.00
			LEGAL SERVICES FOR OCT 21	3,000.00
			LEGAL SERVICES FOR SEPT	2,500.00
		CITY HALL ESSENTIALS	CITY PLANNER	4,618.04
			CITY PLANNER	5,153.21
		PAPE-DAWSON CONSULTING ENGINEERS INC	RIDGEVIEW ADDITION	2,992.50
		P3WORKS LLC	SEVEN S RANCH (STALLION RA	1,270.60
		MICHAEL GLEASON	MILEAGE TRAINING IN BRYAN,	433.44
			MEALS FOR TRAINING	18.96
		TYLER TECHNOLOGIES	NEW THERMAL RECEIPT PRINTE	1,253.00
		BUREAU VERITAS NORTH AMERICA, INC	173 WASHINGTON WAY	76.92
			205 LIBERTY LN	160.00
			124 HANCOCK ST	76.92
			120 AUSTIN AVE	76.92
			1121 SUMNER DR	76.92
			211 HIGHGATE DR	76.92
			122 HARLEY MEADOWS	1,123.77
			124 HARLEY MEADOWS	1,130.49
			624-628-626-630 FALLOW DR	1,328.73
			632 636 634 638 FALLOW DR	1,328.73
			640 644 642 646 FALLOW DR	1,328.73
			708 712 710 714 FALLOW DR	1,328.73
			700 704 702 706 FALLOW DR	1,328.73
			716 720 718 722 FALLOW DR	1,328.73
			724 728 726 730 FALLOW DR	1,328.73
			732 736 734 738 FALLOW DR	1,328.73
			740 744 742 746 FALLOW DR	1,328.73
			748 752 750 754 FALLOW DR	1,328.73
			120 INDEPENDENCE AVE	160.00
			230 TIGER RIDGE	76.92
			12 VENUS LN	76.92
			230 TIGER RIDGE	150.75
			108 HANCOCK ST	160.00
			118 AUSTIN AVE	160.00
			701 MEADOW GATE WAY	160.00
			309 RIDGE HOLLOW TRL	160.00
			236 LEWIS LN	76.92
			113 NIMITZ ST	100.00
			408 FOX HOLLOW	160.00
			206 S BEACH ST	76.92
			123 RUSHMORE LN	160.00
			111 HIGHGATE	76.92
			600 S MAIN ST	100.00
		BIRKHOFF,HENDRICKS & CARTER, LLP	RIDGEVIEW ADDITION	55.71
			HERTITAGE HILLS PHASE 2	111.42
			STARLIGHT MEADOWS	222.83
			BANKSTON	389.95
			STALLION RANCH	111.42
			PATRIOT VILLAS	167.12
			HERITAGE HILLS MULTI FAM	111.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	9,331.49
			TOTAL:	53,149.46
FINANCE	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	187.42
			FICA WITHHOLDING	184.92
			MEDICARE WITHHOLDING	43.83
			MEDICARE WITHHOLDING	43.25
		CENTRAL APPRAISAL DISTRICT	4TH QRT 2021-APPRAISAL SER	5,019.35
		EIGHT20 CONSULTING	SALES TAX SOFTWARE	3,000.00
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	4,505.83
			TOTAL:	12,984.60
HUMAN RESOURCES	GENERAL FUND	AMERIFLEX	29 EMP @ $5/EA	145.00
			TOTAL:	145.00
ADMINISTRATION	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	480.26
			MEDICARE WITHHOLDING	112.32
		CITY OF VENUS - PETTY CASH	REPLINSH POSTAGE BAG	2.56
			OVERNIGHT TO DEARBORN	26.35
			POSTAGE FOR HEADSET LIFTER	11.10
			DONUTS FOR D.DIAZ LAST DAY	19.94
			CLEANING SUPPLIES FRONT OF	20.57
			FLUSH VALVE WOMENS RESTROO	7.99
		AT&T MOBILITY	CELL PHONES AUG 20 - SEPT	286.77
		LORETTA S. MILLER	ADMIN OFFICES	200.00
			ADMIN OFFICES	200.00
			UPSTAIRS OFFICES	100.00
			8/31 UPSTAIRS OFFICES	100.00
		XEROX USAGE	873 @ $0.047 COLOR	58.00
			1774 @ $0.006 BW	10.64
		DILIGENT CORPORATION	AGENDA SOFTWARE	4,635.00
		MICHAEL B. HALLA	LEGAL FEES FOR AUG 21	2,500.00
			LEGAL SERVICES FOR SEPT	2,500.00
		PITNEY BOWES (METER RENTAL)	POSTAGE MACHINE RENTAL	198.38
		TEXAS WORKFORCE COMMISSION	Q3 2021 UNEMPLOYMENT TAXES	475.94
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	700 W HWY 67	37.73
		CAREFLITE	TONYA ROBERTS	12.00
			MICHAEL GLEASON	12.00
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	5,677.58
			TOTAL:	17,685.13
POLICE DEPARTMENT	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	1,784.62
			FICA WITHHOLDING	1,909.73
			FICA WITHHOLDING	1,854.80
			MEDICARE WITHHOLDING	417.38
			MEDICARE WITHHOLDING	446.64
			MEDICARE WITHHOLDING	433.79
		AT&T MOBILITY	POLICE DEPT	657.54
		BROADVOICE	PHONE/FAX 10/8 - 11/7/2021	154.64
		LORETTA S. MILLER	POLICE	150.00
			POLICE OFFICES	150.00
		XEROX FINANCIAL SERVICES	OCT 21 COPIER LEASE PYMNT	99.00
		XEROX USAGE	951 @ $0.006 BW	5.71
		AKINS ENVIRONMENTAL CLEANING	ROUTINE CLEAN 09/24/21	497.72
		JOHNSON COUNTY TREASURER	MARMOLEJO #202101311	50.71
			RAMIREZ #202101424	50.71

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TURNER #126036746	50.71
			VONGESJEN #202101461	50.71
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	PD/WATER	37.72
		WEX BANK	POLICE FUEL	3,262.56
			PD CARWASHES	53.00
		FRONTIER COMMUNICATIONS	PD FAX LINE 10/1 -10/31/21	69.68
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	64,011.26
			TOTAL:	76,198.63
CODE ENFORCE/ANIMAL CO	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	89.76
			FICA WITHHOLDING	97.99
			FICA WITHHOLDING	97.57
			MEDICARE WITHHOLDING	20.99
			MEDICARE WITHHOLDING	22.92
			MEDICARE WITHHOLDING	22.82
		AT&T MOBILITY	CODE ENFORCEMENT	56.08
		WEX BANK	CODE ENFORCEMENT FUEL	185.82
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	3,173.23
			TOTAL:	3,767.18
COURT	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	115.75
			FICA WITHHOLDING	111.97
			FICA WITHHOLDING	180.48
			MEDICARE WITHHOLDING	27.07
			MEDICARE WITHHOLDING	26.19
			MEDICARE WITHHOLDING	42.21
		BILL J. SCOTT	MUNICIPAL JUDGE	800.00
		AT&T MOBILITY	CELL PHONES AUG 20 - SEPT	38.25
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	4,894.35
			TOTAL:	6,236.27
STREETS	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	363.78
			FICA WITHHOLDING	251.47
			FICA WITHHOLDING	246.56
			MEDICARE WITHHOLDING	85.08
			MEDICARE WITHHOLDING	58.81
			MEDICARE WITHHOLDING	57.67
		CITY OF VENUS - PETTY CASH	C.HOMESLY WATER TESTING	25.00
		INTERFACE SECURITY SYSTEMS LLC	PW ALARM 10/14 - 11/13/21	34.99
		AT&T MOBILITY	CELL PHONES AUG 20 - SEPT	175.25
		CINTAS	MATS	15.70
			UNIFOMRMS	12.30
			MATS	15.70
			UNIFORMS	12.30
			MATS	15.70
			UNIFORMS	12.30
		LOWES BUSINESS ACCT/SYNCB	TAX REFUND	26.48-
			DELIVERY FEE REIMBURSEMENT	23.22-
			MULCH AND FLOWERS	347.45
			CONCRETE, CAULK SUPPLIES	96.72
		TXU ENERGY	STLG 1 78924SD	1,641.38
			STLG 2 61834SD	76.36
			STLG A 962586LE	51.70
			STLG-C LE 22287LE	1,033.85
			STLG-C LE 141-180	146.57
		VENUS AUTO PARTS LLC	AIR FILTERS	63.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ZIP TIES	23.97
			CONCRETE FOR FD BLDG	5.99
			BREAK FLUID, RAGS, KEY MAD	47.91
		TRACTOR SUPPLY CO.	6FT TPOST	99.75
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	1090 N FM 157	24.73
		WEX BANK	PW/STREETS FUEL	816.67
		FRONTIER COMMUNICATIONS	PW LANDLINE 10-13 - 11/12/	97.09
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	10,555.29
			TOTAL:	16,462.26
PARKS & RECREATION	GENERAL FUND	U. S. TREASURY	FICA WITHHOLDING	231.96
			FICA WITHHOLDING	253.18
			MEDICARE WITHHOLDING	54.25
			MEDICARE WITHHOLDING	59.21
		CINTAS	MATS	15.71
			UNIFOMRMS	10.59
			MATS	15.71
			UNIFORMS	10.59
			MATS	15.71
			UNIFORMS	10.59
		LOWES BUSINESS ACCT/SYNCB	CONCRETE, CAULK SUPPLIES	96.73
		VENUS AUTO PARTS LLC	WEED KILLER AND SPRAYER	91.98
			SUPPLIES FOR FD BLDG	6.00
			MYSTIK GREASE	37.71
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	5,963.08
			TOTAL:	6,873.00
CITY-WIDE (NON-DEPARTM	GENERAL FUND	BROADVOICE	PHONE/FAX 10/8 - 11/7/2021	154.65
			PHONE/FAX 10/8 - 11/7/2021	25.00
		XEROX FINANCIAL SERVICES	OCT 21 COPIER LEASE PYMNT	129.00
		FTDJ, LLC	MONTHLY IT CONTRACT	3,000.00
			EMAIL PROTECT & BACKUP	210.00
			MICROSOFT OFFICE 365	538.00
		MICHAEL B. HALLA	LEGAL SERVICES FOR OCT 21	3,000.00
		AKINS ENVIRONMENTAL CLEANING	10/1 CLEANING SERVICE	497.72
			10/8 CLEANING SERVICE	497.72
			10/15 CLEANING SERVICE	497.72
			10/20 CLEANING SERVICE	497.72
			10/27 CLEANING SERVICES	497.72
		PITNEY BOWES, INC--MAINTENANCE	CARTRIDGE AND SOLUTION	124.34
			TOTAL:	9,669.59
NON-DEPARTMENTAL	CPF-2020 BOND PROC	BIRKHOFF,HENDRICKS & CARTER, LLP	RR PERMITTING & PRELIMARY	11,299.40
			TOTAL:	11,299.40
DEBT SERVICE	DEBT SERVICE FUND	AMEGY BANK	ANNUAL ADMIN FEE-2020 CO B	340.00
			TOTAL:	340.00
NON-DEPARTMENTAL	VENUS COMM DEVELOP	U. S. TREASURY	FEDERAL WITHHOLDING	71.61
			FICA WITHHOLDING	77.62
			MEDICARE WITHHOLDING	18.15
			TOTAL:	167.38
SPECIAL REV DEPT/VCSDC	VENUS COMM DEVELOP	U. S. TREASURY	FICA WITHHOLDING	77.62
			MEDICARE WITHHOLDING	18.15
		AT&T MOBILITY	CELL PHONES AUG 20 - SEPT	34.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AKINS ENVIRONMENTAL CLEANING	9/13 CIVIC CENTER ENTIRE B	125.00
			9/13 CONF ROOM	15.00
			9/17 LOBBY ONLY	75.00
			9/18 CIVIC CENTER ENTIRE B	175.00
			9/19 LOBBY ONLY	75.00
			9/20 CIVIC CENTER ENTIRE B	125.00
			9/20 CONF ROOM	15.00
			9/27 CIVIC CENTER ENTIRE B	125.00
			9/27 CONF ROOM	15.00
		TEXAS WORKFORCE COMMISSION	Q3 2021 UNEMPLOYMENT TAXES	52.92
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	WATER USAGE 8/5 - 9/4/21	107.31
			WATER USAGE 8/5 - 9/4/21	31.53
		WEX BANK	TYPE B FUEL	174.02
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	986.58
			TOTAL:	2,227.67
NON-DEPARTMENTAL	BUFFALO HILLS PSA	P3WORKS LLC	RECLASS SPENT PSA DEPOSIT	189.60
			RECLASS SPENT PSA DEPOSIT	189.60-
			TOTAL:	0.00
NON-DEPARTMENTAL	BUFFALO HILLS PSA	P3WORKS LLC	BUFFALO HILLS PID ADMIN	189.60
			TOTAL:	189.60
ADMINISTRATION	BLUE STEM PID	P3WORKS LLC	MONTHLY COLLECTION FEE	416.67
			TOTAL:	416.67
NON-DEPARTMENTAL	BRAHMAN RANCH I PI	PAPE-DAWSON CONSULTING ENGINEERS INC	RECLASS SPENT REVENUE	1,472.50
			RECLASS SPENT REVENUE	1,472.50-
		P3WORKS LLC	RECLASS SPENT PSA DEPOSIT	1,250.10
			RECLASS SPENT PSA DEPOSIT	1,250.10-
			TOTAL:	0.00
NON-DEPARTMENTAL	BRAHMAN RANCH I PI	PAPE-DAWSON CONSULTING ENGINEERS INC	CIVIL INSPECTIONS	1,472.50
		P3WORKS LLC	BRAHMAN 1 PID ADMIN	1,250.10
			TOTAL:	2,722.60
NON-DEPARTMENTAL	PATRIOT ESTATES (L	P3WORKS LLC	RECLASS SPENT PSA DEPOSIT	3,267.45
			RECLASS SPENT PSA DEPOSIT	3,267.45-
			TOTAL:	0.00
NON-DEPARTMENTAL	PATRIOT ESTATES (L	P3WORKS LLC	PATRIOT ESTATES PID ADMINT	3,267.45
			TOTAL:	3,267.45
NON-DEPARTMENTAL	JMJ DEVELOPMENTS	P3WORKS LLC	RECLASS PSA DEPOSIT	4,133.25
			RECLASS PSA DEPOSIT	4,133.25-
			TOTAL:	0.00
NORTHSTAR DEVELOPMENT	JMJ DEVELOPMENTS	P3WORKS LLC	JMJ DEVELOPMENT NORTHSTAR	4,133.25
			TOTAL:	4,133.25
NON-DEPARTMENTAL	BRAHMAN RANCH II P	P3WORKS LLC	RECLASS SPENT REVENUE	98.40
			RECLASS SPENT REVENUE	98.40-
			TOTAL:	0.00
NON-DEPARTMENTAL	BRAHMAN RANCH II P	P3WORKS LLC	BRAHMAN II PID ADMIN	98.40
			TOTAL:	98.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER & SEWER FUND	U. S. TREASURY	FEDERAL WITHHOLDING	650.37
			FEDERAL WITHHOLDING	658.99
			FEDERAL WITHHOLDING	691.48
			FICA WITHHOLDING	677.71
			FICA WITHHOLDING	640.52
			FICA WITHHOLDING	652.54
			MEDICARE WITHHOLDING	158.49
			MEDICARE WITHHOLDING	149.80
			MEDICARE WITHHOLDING	152.61
		CHILD SUPPORT DISTRIBUTION FUND	CASE ID 0014129442	436.46
			CASE ID 0014129442	436.46
			CASE ID 0014129442	436.46
		TROY HOPKINS	PAY CHECK 10/01/2021	2,681.40
		STATE COMPTROLLER	GARBAGE SALES TAXES COLLEC	2,530.81
			TIMELY FILING DISCOUNT	12.70-
		CAREFLITE	AUG 21 CITIZEN BILLING	313.00
			SEPT 21 CITIZEN BILLING	310.00
			TOTAL:	11,564.40
NON-DEPARTMENTAL	WATER & SEWER FUND	U. S. TREASURY	FICA WITHHOLDING	677.70
			FICA WITHHOLDING	14.47
			FICA WITHHOLDING	23.83
			MEDICARE WITHHOLDING	158.48
			MEDICARE WITHHOLDING	3.38
			MEDICARE WITHHOLDING	5.57
		ATMOS ENERGY CORP.	301 S MAIN ST	57.46
		CITY OF MIDLOTHIAN	10,306,600 GALLONS	55,836.00
		AT&T MOBILITY	CELL PHONES AUG 20 - SEPT	174.61
		DATAPROSE, LLC	SEPT WATER BILLS/LATE NOTI	283.21
			POSTAGE USED	289.15
		PIPE VIEW, LLC	CAMERA INSPECTIONS MANHOLE	740.00
		PITNEY BOWES (METER RENTAL)	POSTAGE MACHINE RENTAL	198.37
		TEXAS WORKFORCE COMMISSION	Q3 2021 UNEMPLOYMENT TAXES	170.32
		TRINITY RIVER AUTHORITY	LAB ANALYSIS FOR WATER SAM	88.00
			LAB ANALYSIS FOR WATER SAM	88.00
			LAB ANALYSIS FOR WATER SAM	180.40
			WATER SAMPLES	88.00
		LOWER COLORADO RIVER AUTHORITY	TOTAL NITRATE	8.74
			DBP2	213.92
		TYLER TECHNOLOGIES	NEW THERMAL RECEIPT PRINTE	1,253.00
			47 @ 1.25 UB AUTOPAY	58.75
			691 @ $1.25 UB BILLING	863.75
			169 @ 41.25 UB IVR PYMNTS	211.25
		PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	63.85
		WEX BANK	PW WATER/SEWER	816.68
		PETERSON PUMP AND MOTOR SERVICE	NEW PUMP AND CONTROL PANEL	5,950.00
			PUMP & INSTALL NEW CONTACT	2,125.00
			REPLACE WIRES LIFTSTATION	400.00
			REPLACE FUSES AND FLOATS	800.00
			UNCLOG BOTH PUMPS AND TEST	1,000.00
			PUMP NOT WORKING PATRIOT E	575.00
			REPLACE HOSE AND AIR RELIE	900.00
		CORE & MAIN LP	AMI MOBILIZATION FEES	3,796.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	8,364.57
			TOTAL:	86,477.46
ADMINISTRATION	WATER & SEWER FUND	U. S. TREASURY	FICA WITHHOLDING	318.98
			FICA WITHHOLDING	316.48
			MEDICARE WITHHOLDING	74.60
			MEDICARE WITHHOLDING	74.01
		VENUS AUTO PARTS LLC	AA BATTERIES	9.99
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	7,571.07
			TOTAL:	8,365.13
WATER DEPARTMENT	WATER & SEWER FUND	U. S. TREASURY	FICA WITHHOLDING	157.69
			FICA WITHHOLDING	160.26
			MEDICARE WITHHOLDING	36.88
			MEDICARE WITHHOLDING	37.49
		CINTAS	UNIFOMRMS	13.17
			UNIFORMS	13.17
			UNIFORMS	13.17
		UNITED COOPERATIVE	FM 157 WASTEWATER TREAT	199.73
			CR 213	25.00
			PLAINVIEW ACRES	33.60
			CR 214/TS2/3PH/C11	526.73
			LIFTSTATION	25.00
			CR 214 LIFTSTATION	493.22
			CR 214/TS2/3PH/C11 LIFTSTA	17.20
		VENUS AUTO PARTS LLC	CUTTING TIP FOR TORCH	18.99
			FISH TAPE	34.99
		HOLT CAT RENTAL	WHEEL AS-FRO	173.97
		BNSF RAILWAY COMPANY	12' STEEL CASING WT FM 157	2,643.37
		GUADALAJARA TIRES	MOUNT TIRE	15.00
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	3,671.92
			TOTAL:	8,310.55
SEWER DEPARTMENT	WATER & SEWER FUND	U. S. TREASURY	FICA WITHHOLDING	149.37
			FICA WITHHOLDING	151.95
			MEDICARE WITHHOLDING	34.93
			MEDICARE WITHHOLDING	35.52
		CINTAS	UNIFOMRMS	8.10
			UNIFORMS	8.10
			UNIFORMS	8.10
		ABILENE PLUMBING SUPPLY CO., INC	SEWER REPAIR PARTS	321.86
		DAVID MARTINEZ	PUMP REPAIRS AT PATRIOT ES	4,535.69
		VENUS AUTO PARTS LLC	PW/STREET SUPPLIES	11.96
			H 11	12.99
			GREASE GUN	22.99
		TRINITY RIVER AUTHORITY	OPERATIONS & MAINT	21,956.00
			DEBT SERVICE	56,207.00
			OPERATIONS & MAINT	21,951.00
			DEBT SERVICES	56,204.00
		HOLT CAT RENTAL	WHEEL AS-FRO	173.97
		GUADALAJARA TIRES	MOUNT TIRE	15.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	10/01/2021 - 10/31/2021	3,449.22
			TOTAL:	165,257.75
NON-DEPARTMENTAL	W/S CPF - 2018 CO	LONGHORN LOCKER CO, LLC	PURCHASE OF EASEMENT	15,905.00
		PAPE-DAWSON CONSULTING ENGINEERS INC	CIVIL INSPECTIONS	1,187.50
		BIRKHOFF,HENDRICKS & CARTER, LLP	CONSTRUCTION ADMIN	1,791.00
			ENGINEERING	6,633.75
			DESIGN & SURVEY	25,995.70
			DESIGN & EASEMSNT ACQ	9,279.79

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION		AMOUNT
NON-DEPARTMENTAL	WATER & SEWER FUND	RUFF LIFE PROPERTIES, LLC	US REFUNDS		136.16
		SPILLERS, CARRIE	US REFUNDS		57.59
		LYLE, BRIANNA	US REFUNDS		47.38
				TOTAL:	61,033.87
				TOTAL:	0.00
				TOTAL:	0.00
				TOTAL:	0.00
				TOTAL:	0.00

========== FUND TOTALS ==========

10	GENERAL FUND	267,723.15
11	CPF-2020 BOND PROCEEDS	11,299.40
20	DEBT SERVICE FUND	340.00
30	VENUS COMM DEVELOP	2,395.05
54	BUFFALO HILLS PSA	189.60
55	BLUE STEM PID	416.67
56	BRAHMAN RANCH I PID	2,722.60
57	PATRIOT ESTATES (LGI) PID	3,267.45
58	JMJ DEVELOPMENTS	4,133.25
59	BRAHMAN RANCH II PID	98.40
60	WATER & SEWER FUND	280,216.42
64	W/S CPF - 2018 CO BONDS	60,792.74
	GRAND TOTAL:	633,594.73

TOTAL PAGES: 10

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF VENUS
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: 99
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 10/01/2021 THRU 10/31/2021

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: NET
CHECK DATE: 10/01/2021 THRU 10/31/2021

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: OCTOBER 2021
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

Work Completed

- Mow and weed-eat city facilities and Right of Ways
- Street sign repair and replacement
- Manhole inspections for Inflow and Infiltration
- Sidewalk repairs in Patriot Estates
- Utility reads, re-reads, disconnects and reconnects
- Road repair for potholes
- Daily duties to ensure compliance with TCEQ
- Utility Line Locates

Public Works – Projects

- Patriot Estates Lift Station
  - Project completed October 19, 2021
- FM 157 Water Line Improvements
  - Construction started on September 1, 2021
  - Tie in on CR 109 completed on November 3rd
  - Approximately 2,500’ of pipe installed
- Venus Parkway
  - Specs for construction sent to TXDOT and BNSF for approval. Once approved, final plans can be completed.

Public Works – Projects

- Patriot Estates Traffic Signal
  - TXDOT is finalizing drawings and specs for construction
  - Anticipating completion 6-8 months.
    - Major change since last update. Timing for materials and delays in design.
- Temporary Disinfection Changeover
  - October 1 – October 30 – City of Midlothian switching disinfectant for preventative maintenance for water lines
  - System back to chloramines completely on November 2nd.
- City Hall Septic Issues
  - Application for installation submitted to TCEQ on October 22nd
  - TexTech Environmental will schedule once permit is approved

Public Works – Projects

- Fueling Station at PW Shop
  - Tanks are at shop
  - Fuel management software will be installed soon
  - Working on quotes for bulk fuel
- Supervisory Control and Data Acquisition (SCADA) system installation
  - Bid opened on September 21.
  - Working through the bids still to ensure appropriate costs and awarding
- Neptune Advanced Metering Infrastructure (AMI) System
  - Working with Core and Main to begin the process of installing components for AMI

Crime Stats

	Oct-21	% + or -	Sep-21	08-2021	3 MONTH AVERAGE
CAD EVENTS	1554	5.9%	1467	2021	1681
REPORTS TAKEN	49	19.5%	41	29	40
ARRESTS	15	-6.3%	16	11	14
ACCIDENTS WORKED	17	13.3%	15	8	13
TRAFFIC ASSIGNMENTS	45	25.0%	36	90	57
TRAFFIC STOPS	231	24.9%	185	311	242
CITATIONS ISSUED	98	63.3%	60	116	91

Community Events

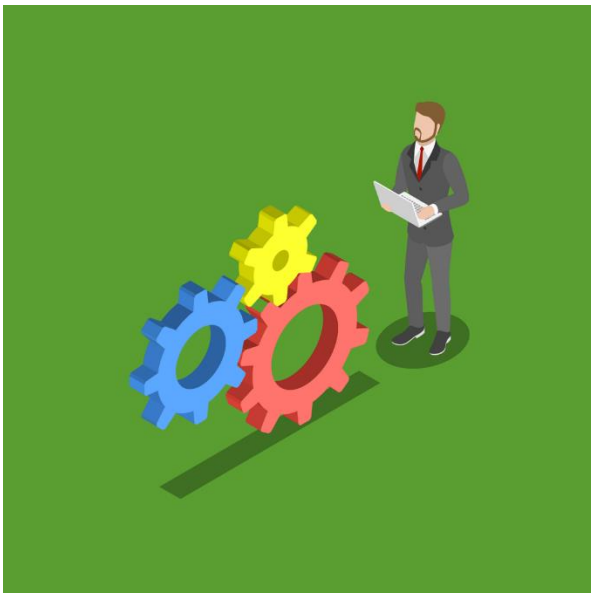
Completed – *Trunk or Treat*
First Baptist Tailgate party for 6th grade and Up

Upcoming – *Venus Community Christmas*
Christmas on the Square

Significant Police Responses

Date	Call Type	Status	Notes
10/05/2021	POSS CS PG1	Arrest	Case referred to Johnson County
10/09/2021	DWI /OPEN CONT	Arrest	Case filed with Ellis County CA
10/18/2021	Assault FV	Arrest	Case filed city court
10/20/2021	False drug test false device	Arrest	Case filed with CAs Office
10/20/2021	Emergency Detention	Detained	Transported to hospital
10/23/2021	Assault Bodily Injury	Arrest	Case filed with CAs Office
10/24/2021	DWI/Open Container	Detained	Transported to hospital
10/25/2021	DWI Child under 15	Arrest	Case Filed with DAs Office

City Administrator's Report



November 8, 2021

Human Resources

- Fire Chief – job posted for 30 days on TML and Indeed – 38 applications/resumes received. Mayor, Venus VFD Chief DeLeon, and myself are reviewing applications for in-house interviews prior to presenting top applicants to Council for interviews. Six interviews currently set for in-house.
- Municipal Court Clerk – Tara Sheppard resigned. Position was posted. Angela Shelley transferred from Permits to fill the position.
- Permit Clerk – Interview pending.
- Public Works Administrative Assistant – position filled.
- Public Works Supervisor – posted on Indeed and TML. Four interviews – two of which were current employees. Casey will be promoted to Public Works Supervisor position.
- Public Works Crew Leader – posted internally.
- Public Works Utility Operator – position has been posted on TML and Indeed.
- Human Resources Generalist – position filled internally by Stacey Wyman.
- Finance Assistant / Utility Billing – Filled by Melissa Wester. Melissa has Incode experience in Utility Billing and Municipal Court and can fill in for Court as needed.
- Economic Development Director – posted on TML and Indeed. Interviews in process.
- Planner – Second person to be given a conditional job offer letter declined position. Two new applicants. One has been interviewed and given a conditional job offer letter. He will be relocating from Brighton, Colorado and will be in the office mid-January. Until then, he has expressed that he can work remotely.

Municipal Court

- 126 Cases Processed
- Collected $3,304.10 in Fines and Fees
- OmniBase has been implemented with 24 holds placed for the month; staff will begin pulling outstanding citations from previous months and placing holds on those as time allows
- We will begin focusing on collections of outstanding balances in-house as well

Permits & Inspections

- 19 Active Projects
- 15 Permits issued
- 116 Inspections
- CBO Gleason has been to class to get certified to inspect Septic installations; he is awaiting approval from the State to take the State Certification Test; an

ordinance currently sent to TCEQ for approval will be presented to council soon to appoint Mr. Gleason, City of Venus as a Designated Representative.

- We are working through a software conversion from MyGov to MyPermitNow. It is half the price, extremely user-friendly, will have an app for citizens and contractors to utilize. The software will be used in Code Enforcement, Permits, Inspections, Open Records Requests and Public Works.
- We will be contracting with SafeBuilt to conduct future over-flow inspections. They will have access to the new software and will data enter all of their inspections into our system. Again, with a much lower price than our current 3rd party inspections vendor.
- Mr. Gleason has served as point of contact for all of the changes has already begun bringing all plan reviews in house as well as all new projects to be inspected.

Finance

- Closing out Year – end for FY 2021
- Finalizing FY 2022 Budget Books – expected completion date 11/19/2021

Upcoming City Events

- Who-ville in Venus – Pancakes w/Santa @ 7:30 AM (Venus FBC); Venus Christmas Queen Pageant 10:00 AM; 10:00 – 6:00 PM Vendors, Face Painting, Coloring Station, Craft Station, Hot Chocolate and Candy Canes, Pictures w/ Grinch and Cindy Lou Who, Hay Wagon Rides, Librarians' Corner w/ the reading of How the Grinch Stole Christmas; Parade @ 6:00 PM; Tree Lighting; Santa & Mrs. Claus traditional Christmas pictures and last but not least a silent auction with proceeds going to the Children's Advocacy Center of Johnson County.

Miscellaneous

- New phone system installation is in process
- Fire Department Remodel in on-going
- Receiving bids to remodel the old police station for additional office space.

Developments

- We continue to work daily with developers moving projects along as efficiently as possible. It has room for improvement.
- Need to review our processes and just make sure that things aren't falling through the cracks.

Planning and Development Activities
October 2021

The Planning and Development staff performed the following activities during October:

- Assisted with the Venus City Council on October 12th where the City Council:
    - approved the increase in minimum house size in certain zoning districts,
    - opened but continued a public hearing for a PD Site Plan for Patriot Villas,
    - approved the annexation of Stallion Ranch,
    - approved a final plat for Patriot Estates Phase 8, and
    - approved a final plat for Adelina Place Addition.
- Assisted with the Planning and Zoning Commission on October 28th, where the P&Z:
    - recommended denial without prejudice for a PD site plan for Patriot Villas,
    - continued consideration of a PD site plan for the Heritage Hills multifamily,
    - recommended approval of PD zoning for Stallion Ranch,
    - recommended approval of a final plat for Vargas Addition, and
    - recommended approval of preliminary plat for Colorado River Crossing Addition.
- Provided review comments on Heritage Hills Multifamily, Vargas Addition and Colorado River Crossing Addition.
- Worked on Victron annexation, including required newspaper notice and written notice to ISD and Fire Department.
- Provided newspaper notices and letters to adjacent property owners for Stallion Ranch rezoning, Victron zoning and conditional use permit, and Heritage Hills Multifamily PD Site Plan.
- Assisted in interviewing two planner candidates (October 1 and 21).
- Met with Developer on October 27 to discuss Patriot Villas project.
- Met with Developer on October 27 to discuss Charlies Cheesesteak project.
- Assisted in getting the Palladium Venus Final Plat filed at County.
- Reviewed draft Development Agreements for Brahman Ranch 2 and Northstar.
- Met with a resident and provided copies of engineering plans for Patriot Estates Phase 1.
- Provided ETJ Plat exemption letters to Johnson County for three properties in ETJ
- Participate in weekly video conferences with Development Finance Team
- Met or spoke with several landowners regarding platting and development requirements in the ETJ.
- Reviewing the Subdivision Ordinance and will make recommendations for potential amendments.
- Assisted Building Official regarding a building on West Second Street.
- Assisted in locating various bonds for Patriot Estates.
- Assisted a resident regarding an error in a recent plat.
- Responded to a resident/builder regarding several potential projects.
- Met with or responded to numerous inquiries from real estate developers, brokers, appraisers and landowners regarding development requirements and future development in the Venus area.

Case Report – Revised Planned Development Site Plan-Patriot Villas
Planning and Zoning Commission – September 23, 2021 (cont. to October 28, 2021)
City Council - October 12, 2021 (cont. to November 8, 2021)

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Revised Planned Development Site Plan for Patriot Estates (Patriot Villas)

Applicant: HFLP, Ltd., Dallas, TX

Engineer: JDJR Engineers, Irving, TX

Existing Zoning: PD-Planned Development

Existing Use: vacant

Analysis: Patriot Estates was zoned Planned Development by Ordinance 375-2003 in 2003. A 15.63-acre tract at the corner of U.S. 67 and Patriot Parkway was designated as "Retail" and the only additional restriction were that the "retail sites shall screen from residential sites" and that "Retail development shall be governed by C-1 zoning criteria with the exception that service station/convenience store will be a permitted use." A portion of the 15-acre tract was subsequently developed for the Liquor Depot and the Venus Fuel Stop.

The applicant is proposing to revise the remaining acreage to a mix of townhouses and single-family residences. The applicant has not responded to the City's review comments yet.

On September 16th, the applicant requested that the applicant be continued until the October 28th P&Z meeting. Since notice of the public hearing has already been mailed to the adjacent property owners and was published in the newspaper, it is recommended that the P&Z open the public hearing but continue the hearing until October 28th. By doing so, we don't need to publish in the newspaper again and incur additional expense.

On October 15th, the applicant again requested that this case be continued until the November 18th P&Z meeting. Staff was scheduled to meet with the applicant on Wednesday, October 27th and will report on the status of the application.

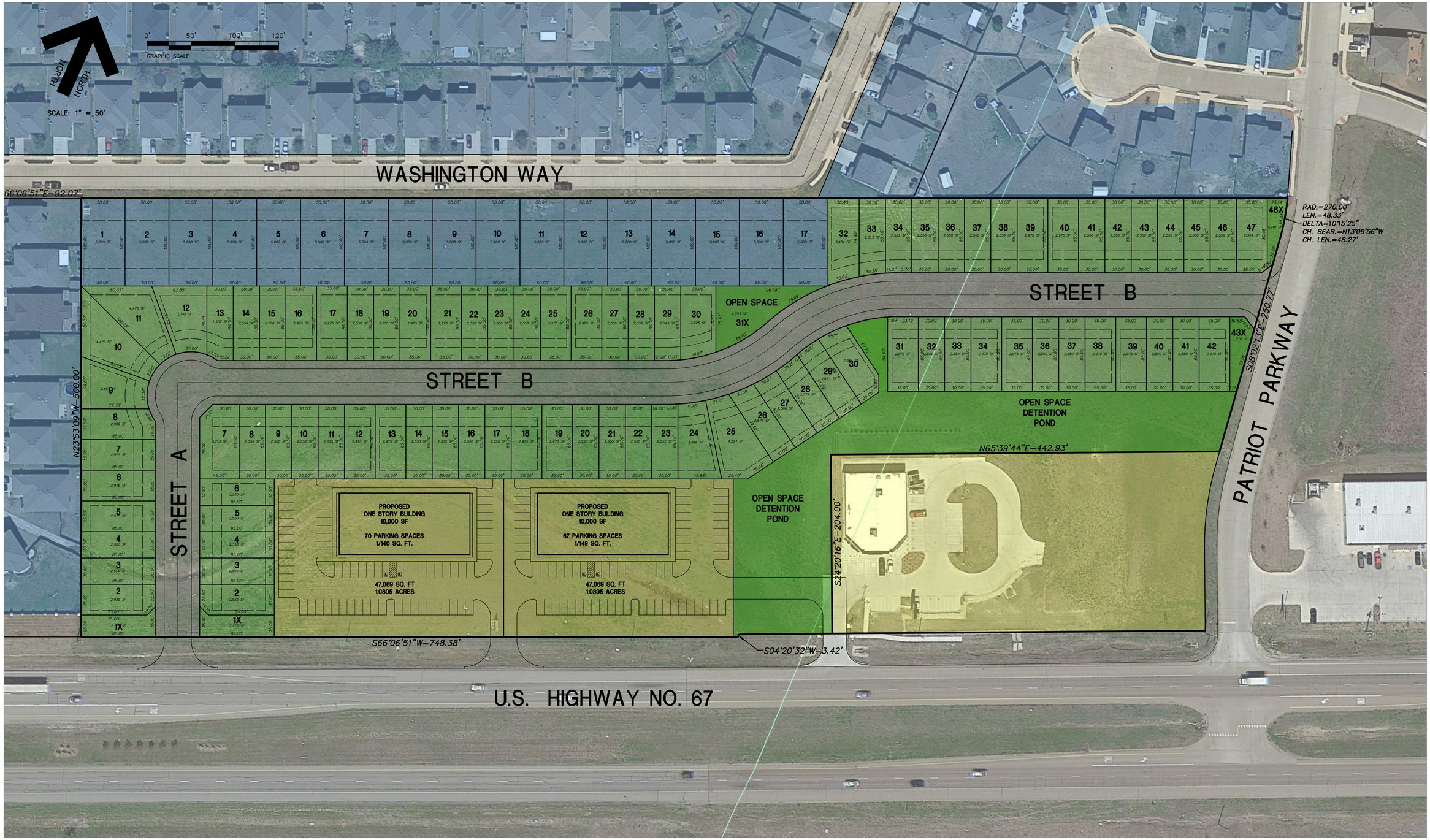
Staff Recommendation:

Staff recommends that the P&Z open the public hearing but continue this case and leave the public hearing open until November 18th.

Planning and
Zoning Commission
Recommendation:

After staff reported that no additional information has been provided, the Planning and Zoning Commission recommends that the application be denied without prejudice to allow the applicant to resubmit at a later date.

Sample
Motion: I move to deny this application without prejudice.



PREPARED FOR:

HFLP, LTD.
2331 WEST NORTHWEST HIGHWAY
DALLAS, TEXAS 75209
TEL: 214-802-6818
CONTACT: YOUSOF HAKEMY
email: yousof@hakemy.com

SINGLE FAMILY DETACHED

SINGLE FAMILY ATTACHED/TOWNHOME

OPEN SPACE/DETENTION POND

COMMERCIAL

CONCEPT PLAN
PATRIOT VILLAS

A MULTI-USE DEVELOPMENT
U. S. HIGHWAY NO. 67
VENUS, TEXAS

PREPARED BY:
JDJR ENGINEERS & CONSULTANTS, INC.
TSBPE REGISTRATION NUMBER F-8527
ENGINEERS • SURVEYORS • LAND PLANNERS
2500 Texas Drive Suite 100 Irving, Texas 75062
Tel 972-252-5357 Fax 972-252-8858

DATE: 3-24-21	DRAWN BY: JDJR	SHEET NO.
SCALE: 1" = 50'	CHECKED BY: JDJR	1 OF 1

JDJR FILE NO. XXXX-X-21

Case Report – Planned Development Site Plan-Heritage Hills Multifamily
Planning and Zoning Commission – October 28, 2021
City Council - November 8, 2021

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Planned Development Site Plan for Heritage Hills Multifamily

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Applicant: Shaw Development Group, Dallas, TX

Engineer: Development Engineering Consultants, LLC, Frisco, TX

Existing Zoning: PD-Planned Development

Existing Use: vacant

Analysis: Heritage Hills was zoned Planned Development by Ordinance 660-2018-06 in 2018. The 25.44-acre portion of the property located south of Phase 1 of the duplex area, but north of the electric transmission line, was designated as Multifamily and the PD Ordinance established a set of development standards for multifamily development. The proposed Planned development Site Plan shows a total of 600 multifamily units, with a mix of one-, two-, and three-bedroom units. Phase 1 includes 290 units while Phase 2 includes 310 units. The total project has a density of 23.6 dwelling units per acre, which meets the limit of 25 d.u./ac allowed in the PD Ordinance. The multifamily units are included in a total of 22 separate three-story buildings.

The property was not included in the previous preliminary plats for Heritage Hills and will need to be platted prior to construction.

Staff has requested that the applicant provide building "elevation views or renderings indicating architectural design; building materials proposed and window orientations; number of stories, in height and feet; gross floor area; and location of entrances and exits" as required by Section 34-60(c)(4)(d) of the Zoning Ordinance. The applicant has responded that the building elevations will comply with the PD Ordinance and the building elevations "will be provided upon completion."

The project will have three points of access onto Heritage Hills Parkway. The staff has requested a traffic impact analysis (TIA). The applicant reports that a TIA has been prepared, but was not provided to City staff. Each of the drives will be gated. Staff has questioned whether a left-turn lane needs to be provided on Heritage Hills Parkway to enter the project. The applicant states that the TIA does not show the need for a left-turn lane, but has not provided that data for evaluation by the City. As long as the TIA does not show the need for any changes in the site plan, the TIA can be postponed until the platting process.

A portion of the property lies within the 100-year floodplain of West Soap Creek. All of the proposed buildings have been located outside of the floodplain. Internal drainage will be addressed during the platting process.

The Landscape Plan provides a line of trees along the street frontage and along the existing wooden fence along the north side of the property adjacent to the duplexes. A variety of planting are provided internal to the project and it appears that the landscaping provided complies with the requirements of the PD Ordinance.

Staff Recommendation:

Staff recommends that the P&Z continue this case pending receipt of:

1. Building elevations or renderings showing building materials, building height, windows and entrances.

Planning and Zoning Commission Recommendation:

After some discussion with the applicant's engineer, the Planning and Zoning Commission continued this case until November 18th pending receipt of the building elevations and/or renderings.

Sample Motion: I move to continue this case until the December 13th City Council meeting, pending receipt of the building elevations or renderings.

SITE DATA

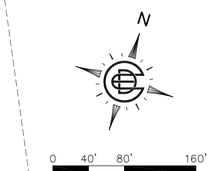
	REQUIRED/ALLOWED	PROVIDED - PHASE 1	PROVIDED - PHASE 2	TOTAL
LOT AREA:		12.33 AC (537,067 SF)	13.11 AC (571,004 SF)	25.44 AC (1,108,071 SF)
ZONING:	PD (ORD. 660-2018-06)		PD (ORD. 660-2018-06)	
CURRENT USE:		UNDEVELOPED	UNDEVELOPED	UNDEVELOPED
PROPOSED USE:		MULTI-FAMILY	MULTI-FAMILY	MULTI-FAMILY
MAX BUILDING HEIGHT:	55 FT / 4 STORY	3 STORY	3 STORY	3 STORY
BUILDING AREA:		317,114 SF	262,073	579,187 SF
LOT COVERAGE:		10.1%	9.5%	19.6%
FLOOR AREA RATIO:		0.29:1	0.24:1	0.52:1
DENSITY:	25 UNITS/AC	11.4 UNITS/AC	12.2 UNITS/AC	23.6 UNITS/AC
PARKING COUNT:	1,074	553	531	1,084
ACCESSIBLE SPACES :	22	32	25	57
PARKING RATIO:	1.5 / UNIT (1 BD), 2.0 / UNIT (2 BD) 2.5 / UNIT (3 BD)	1.9 / UNIT	1.7 / UNIT	1.8 / UNIT
IMPERVIOUS AREA:		407,533 SF	315,070 SF	722,623 SF

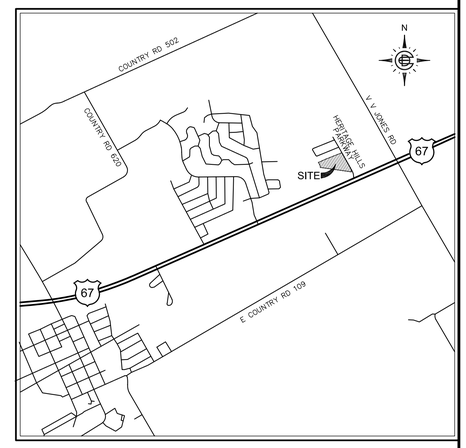
PHASE 1 BUILDING DATA

UNIT	AREA PER UNIT	BUILDINGS 1	2	3	4	5	6	7	8	9	10	11	CLUB	MAINT/LAUN	TOTAL
1 BEDROOM APARTMENT	693 - 817 SF	8	8	8	0	24	22	24	0	0	22	0			116
2 BEDROOM APARTMENT	932 - 1,008 SF	12	12	12	12	12	12	12	12	12	12	12			132
3 BEDROOM APARTMENT	1,078 - 1,130 SF	0	0	0	10	0	0	0	10	12	0	10			42
TOTAL UNITS		20	20	20	22	36	34	36	22	24	34	22			290
TOTAL ENCLOSED FLOOR AREA (SF)		23,735	23,735	23,735	24,801	34,285	32,652	34,285	24,801	27,066	32,652	25,233	7,150	2,984	317,114
BUILDING FOOTPRINT (SF)		7,912	7,912	7,912	8,267	11,428	10,884	11,428	8,267	9,022	10,884	8,411	7,150	2,984	112,461
MAXIMUM BUILDING HEIGHT (FT)		-	-	-	-	-	-	-	-	-	-	-	-	-	

PHASE 2 BUILDING DATA

UNIT	AREA PER UNIT	UNITS
1 BEDROOM APARTMENT	693 - 817 SF	178
2 BEDROOM APARTMENT	932 - 1,008 SF	132
3 BEDROOM APARTMENT	1,078 - 1,130 SF	0
TOTAL UNITS		310
TOTAL ENCLOSED FLOOR AREA (SF)		262,073
BUILDING FOOTPRINT (SF)		105,195





VICINITY MAP
N.T.S.

SITE PLAN

HERITAGE HILLS MULTI-FAMILY

NWC U.S. HWY 67 & HERITAGE HILLS PARKWAY

CITY OF VENUS, ENNIS COUNTY, TEXAS

APPLICANT
DEVELOPMENT
ENGINEERING
CONSULTANTS
2591 DALLAS PARKWAY,
SUITE 300
FRISCO, TEXAS 75034
972-731-4354
CONTACT: DANIEL STEWART

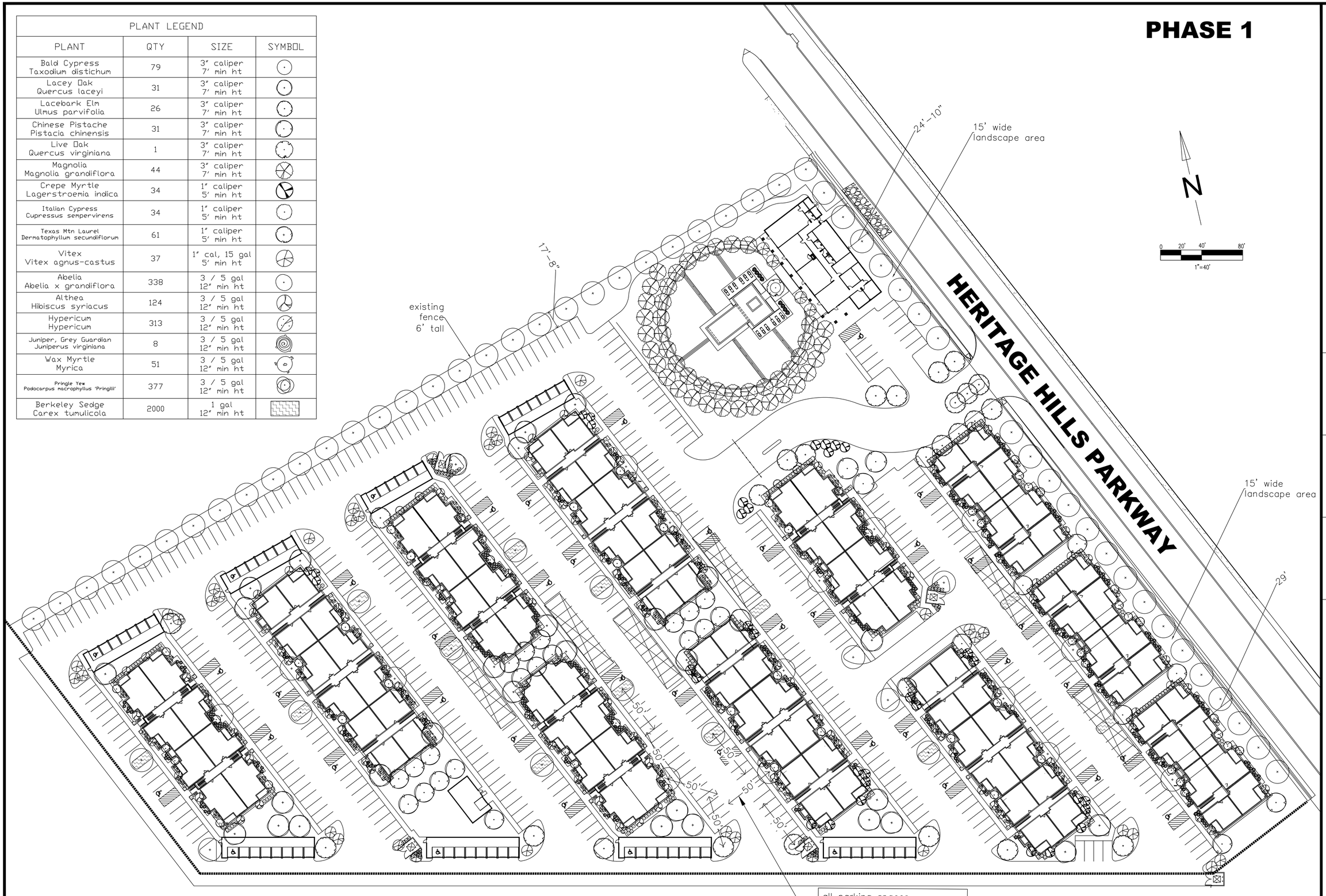
DESIGN
DEC
2591 DALLAS PARKWAY, SUITE 300
FRISCO, TEXAS 75034
972-731-4354
TBPE FIRM NO. F-20255

ISSUE DATE	DEC FILE NO.
10/20/21	10551
CITY FILE NO.	SHEET NO.
-	C2.1

P:\JOB FILES\10551 - Heritage Hills MF\DWG\10551- SITE PLAN.dwg, 10/20/2021 4:07:40 PM, Ricky Lindley, 1:1

PHASE 1

PLANT LEGEND			
PLANT	QTY	SIZE	SYMBOL
Bald Cypress Taxodium distichum	79	3" caliper 7' min ht	
Lacey Oak Quercus laceyi	31	3" caliper 7' min ht	
Lacebark Elm Ulmus parvifolia	26	3" caliper 7' min ht	
Chinese Pistache Pistacia chinensis	31	3" caliper 7' min ht	
Live Oak Quercus virginiana	1	3" caliper 7' min ht	
Magnolia Magnolia grandiflora	44	3" caliper 7' min ht	
Crepe Myrtle Lagerstroemia indica	34	1" caliper 5' min ht	
Italian Cypress Cupressus sempervirens	34	1" caliper 5' min ht	
Texas Mtn Laurel Dermatophyllum secundiflorum	61	1" caliper 5' min ht	
Vitex Vitex agnus-castus	37	1" cal, 15 gal 5' min ht	
Abelia Abelia x grandiflora	338	3 / 5 gal 12" min ht	
Althea Hibiscus syriacus	124	3 / 5 gal 12" min ht	
Hypericum Hypericum	313	3 / 5 gal 12" min ht	
Juniper, Grey Guardian Juniperus virginiana	8	3 / 5 gal 12" min ht	
Wax Myrtle Myrica	51	3 / 5 gal 12" min ht	
Pringle Yew Podocarpus macrophyllus 'Pringlii'	377	3 / 5 gal 12" min ht	
Berkeley Sedge Carex tumulicola	2000	1 gal 12" min ht	



N

0 20' 40' 80'

1"=40'

David Rolston
Registered Landscape Architects
The Meadows Building
5646 Milton # 329
Dallas, Tx 75206
phone: 214.824.6333
fax: 214.204.9270
www.dallasgardens.com

Date: 08/20/21

Revisions:

Scale: 1"=40'

Shaw Apartments
Heritage Hills Pkwy & US 67
Venus, TX 76084

PLANT LEGEND			
PLANT	QTY	SIZE	SYMBOL
Bald Cypress Taxodium distichum	50	3" caliper 7' min ht	
Lacey Oak Quercus laceyi	11	3" caliper 7' min ht	
Lacebark Elm Ulmus parvifolia	37	3" caliper 7' min ht	
Chinese Pistache Pistacia chinensis	12	3" caliper 7' min ht	
Magnolia Magnolia grandiflora	17	3" caliper 7' min ht	
Crepe Myrtle Lagerstroemia indica	19	1" caliper 5' min ht	
Italian Cypress Cupressus sempervirens	96	1" caliper 5' min ht	
Texas Mtn Laurel Dermatophyllum secundiflorun	68	1" caliper 5' min ht	
Vitex Vitex agnus-castus	30	1" cal, 15 gal 5' min ht	
Abelia Abelia x grandiflora	670	3 / 5 gal 12" min ht	
Althea Hibiscus syriacus	111	3 / 5 gal 12" min ht	
Hypericum Hypericum	211	3 / 5 gal 12" min ht	
Juniper, Grey Guardian Juniperus virginiana	8	3 / 5 gal 12" min ht	
Fringe Tex Podocarpus macrophyllus 'Pringlf'	384	3 / 5 gal 12" min ht	
Berkeley Sedge Carex tumulicola	2000	1 gal 12" min ht	

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5646 Milton # 329
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www.dallasgardens.com

Date: 10/18/21

Revisions:

Scale: 1"=60'

Shaw Apartments
Heritage Hills Pkwy & US 67
Venus, TX 76084

October 20, 2021

Mr. Dave Gattis
City of Venus
700 W. US Highway 67
Venus, Texas 76084

Re: Site Plan Comment Responses
Heritage Hills Multi-Family
NWQ US 67 & Heritage Hills Parkway
DEC No. 10551

Dear Dave:

The Site Plan for the referenced project have been revised to address review comments from the City of Venus received on October 11, 2021. Below is a summary of how each comment was addressed.

Comment	Response
SITE PLAN – SHEET C2.1	
1. The PD Site Plan is being evaluated against PD Ordinance No. 660-2018-06. Any criteria not addressed by the PD Ordinance are evaluated against the City of Venus Zoning Ordinance and Subdivision Ordinance.	Comment acknowledged.
2. Please clarify the acreage of Phase I, Phase II and the remainder the tract. Please clarify the differences between the "Provided – Phase I" and "Full Build out" columns in the Site Data table. I assume that Full Buildout includes both Phase I and Phase II.	Added a column showing data for Phase 2 and re-named "Full Buildout" column to Total, which includes both phases.
3. Please provide "elevation views or renderings indicating architectural design", proposed building materials (PD Ordinance calls for 70 percent masonry) and window orientation, and locations of building entrances and exits.	Elevations are intended to meet PD requirements and will be provided upon completion.
4. Please provide dimensions and proposed construction of proposed drives and parking spaces. Please note that fire lanes with fire hydrants shall be 26-feet wide. Please show the curve radii for each turn of the fire lane.	Added labels and dimensions
5. Will entrances be open or gated?	Gated. Added labels.

6. We note a proposed 5-foot sidewalk along Heritage Hills Parkway. Please show it extending to the south drive approach. Please show how pedestrians may enter the facility.	Extended sidewalk.
7. Please show the proposed fire hydrant locations on the site plan and/or the water and sanitary sewer layout.	Added hydrants to both plans.
LANDSCAPE PLAN	
8. Please add a scale and north arrow.	Added scale and north arrow.
9. No screening is shown along the north property line between the multi-family and the four-plexes to the north. At a minimum, a six-foot fence shall be shown along with a 20-foot wide landscaped buffer. We note that the PD Ordinance does not require fencing along property lines. The PD Ordinance also calls for trees to be planed every 30 feet adjacent to property zoned single family (including four-plexes.)	Added trees along the north side and labeled the existing fencing. There is no minimum dimension for the landscape requirement in the PD other than what is adequate to support the required trees.
10. Most of the species call-outs are too small to read. Please provide a key to the plant types.	Added plant legend.
11. Please show a 15-foot wide landscape area along the Heritage Hills Parkway frontage.	Labeled the landscape buffer along Heritage Hills.
12. Please demonstrate that every parking space is within 50 feet of an overstory tree and within 20 feet of a landscaped area.	Added note to confirm distance requirement as well as some representative dimensions. Dimensioning the entire plan decreased clarity.
ENGINEERING	
1. Verify capacity in Lift Station (LS) for apartment buildings. If capacity does not exist, upgrades to the LS will be required.	Capacity has been confirmed for Phase 1 units. Plans are being prepared to make upgrades required to serve all of Phase 2. Those upgrades will be complete prior to submitting plans for Phase 2 at a later date.
2. If not detaining storm water, LOMR previously completed for this reach may need updated due to the increased development within the basin. a. They did submit a drainage area map, drainage tables and profiles. So it appears they have an idea of this requirement. A full flood study will be required to be submitted during the design review phase.	Flood study will be submitted with site work plans.

3. Drainage easement along north property line is being paved over. I believe it was just collecting water from this site. However, if it is collecting or conveying any off-site water, they will be required to design and construct adequate facilities to accommodate the off-site run-off.	Off-site water will be accounted for with the drainage design.
4. Will the roadway proposed with Heritage Hills Phase 2 be in service when this project is done? Otherwise, this is a lot more traffic dependent on a single access point to US 67.	It's unclear what proposed roadway this is referencing, but a Traffic Impact Analysis shows that improvements are not required.
5. Fire chief shall review fire hydrant spacing/locations as well as spacing between buildings and fire lane widths. I'm not familiar with Fire Codes adopted by Venus, but some cities require a 26-foot wide fire lane one complete side of the building once a structure goes over 2 stories. From my understanding, this has more to do with emergency equipment and apparatus needed for taller and more dense structures.	Fire lane has been widened to 26 feet.
6. Traffic Impact Analysis Required. Does there need to be a left-turn lane added to Heritage Hills Parkway?	A TIA has been prepared and will be submitted with the site work plans. No left turn lane is required.
7. Geotech with pavement recommendations required	A geotechnical report can be submitted with the site work plans.

Please contact my office with any questions or additional comments.

Sincerely,

Daniel Stewart
Project Engineer
Development Engineering Consultants, LLC

Case Report – Zoning Change-Stallion Ranch PD
Planning and Zoning Commission – October 28, 2021
City Council - November 8, 2021

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a zoning change for 73.524 acres in the William Hill Survey Abstract No. 379 in Johnson County, generally located south of County Road 109 and east of 7th Street (SH 157), from AG-Agricultural District to PD-Planned Development District, commonly known as Stallion Ranch

---

Applicant: LGI Homes, Texas, LLC, The Woodlands, TX

Engineer: Pape-Dawson Engineers, Plano, TX

Analysis: The pre-annexation agreement for the Stallion Ranch Development was approved by the Venus City Council on September 20th, 2021. By Ordinance, newly-annexed land is zoned AG-Agricultural District until it is rezoned. The pre-annexation agreement included a set of development regulations that were intended to serve as the basis of a PD-Planned Development District. These standards were the result of a negotiation between the developer and city staff. The annexation was completed on October 12th.

The PD zoning consists of several parts: Exhibit "C" is the Concept Plan, Exhibit "D" includes the development standards, Exhibit "H" includes the permitted plant list, and Exhibit "I" includes the proposed park and playground facilities. The Concept Plan shows 280 single family residential lots, two park areas with a total minimum of 3.6 acres, a detention pond with fountain, and other green space. The street system provides for two intersections on County Road 109 and street stubs to the west, south and east. The main entry road will be a divided roadway. In addition to four-foot sidewalks on all internal residential streets, a six-foot trail will be constructed along the main entryway to the amenity center (park).

Each of the lots will be at least 50 feet wide and 5,500 square feet in area, comparable to the R-1S zoning district. The lots will be slightly larger than the R-1S lots, but some of the side and rear setbacks are reduced. The PD Ordinance provides that 80 percent of the houses will be 1,500 square feet, while 20 percent may be 1,250 square feet. The recent change to the minimum house size recently adopted by the City do not apply to the R-1S zoning district.

The PD ordinance includes architectural requirements for the homes to be built. While front-entry garages are allowed, 80-percent are required to have the garage not extend more than five-feet in front of the main structure. Home plans are required to alternate to avoid repetition. The PD regulations require that all homes have 80-percent masonry construction. While not enforceable by the City, these provisions will be incorporated into the deed restrictions during the platting process.

The proposed PD Ordinance includes provisions for landscaping, sidewalks and walkways, fences, garages, entry monument, park amenities, satellite dishes, and air conditioners. A mandatory homeowners association (HOA) will be formed and responsible for the maintenance

of common areas. The Permitted Plant List was revised to include predominantly native and adapted species.

Staff Recommendation:

Staff recommends that the Planning and Zoning Commission recommend that the City Council approve the rezoning of 73.524 acres, commonly known as Stallion Ranch, from AG-Agricultural District to PD-Planned Development District.

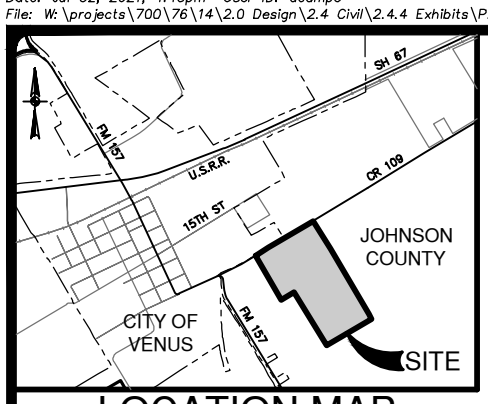
Planning and Zoning Commission Recommendation:

After holding a public hearing, the Planning and Zoning Commission recommends approval of the Ordinance rezoning 73.524 acres in the William Hill Survey Abstract No. 379 from AG-Agricultural to PD-Planned Development District.

Sample Motion: I move to recommend approval/denial of the Ordinance rezoning 73.524 acres from AG-Agricultural District to PD-Planned Development District.

Attachments:

Exhibit C-Concept Plan
Exhibit D-Development Regulations
Exhibit H-Permitted Plant List
Exhibit I-Park Concept and Features
Aerial Photo



LOCATION MAP
NOT–TO–SCALE

LEGEND

- 50' LOTS (280)
- DETENTION AREA (1.3 AC) W/ FOUNTAIN
- SEWER LIFT STATION (0.2 AC)
- OPEN SPACE (8.0 AC)
- 6' TRAIL

SCALE: 1"= 300'

300' 0' 150' 300'

MEADOW RIDGE ADDN II PH II
WHEAT VALLEY BLVD
MEADOW RIDGE ADDTION NO. 3
RABWA INVESTMENT LLC
INST. NO. 20829
O.P.R.J.C.T.
FULSON VENUS 140 LP
VOL. 4079 PG. 329
O.P.R.J.C.T.
CR 109
9 HOLDING INVESTMENT INC
INST. NO. 24977
O.P.R.J.C.T.
EX. ELECTRIC EASMENT
PROPOSED SEWER LIFT STATION SITE (0.2 AC)
DETENTION POND W/ FOUNTAIN ±1.3 AC
PARK ±1.6 AC
JEFF D MCGREGOR
VOL. 02178 PG. 935
O.P.R.J.C.T.
LAM NGUYEN
INST. NO. 09914
O.P.R.J.C.T.
Park +/-0.36 Acres
HUANGO & LONG T NGUYEN
INST. NO. 13044
O.P.R.J.C.T.

JOB NO. 70076–14
DATE JULY 2021
DESIGNER HCS
CHECKED MTG DRAWN AGC
EXHIBIT 'C'

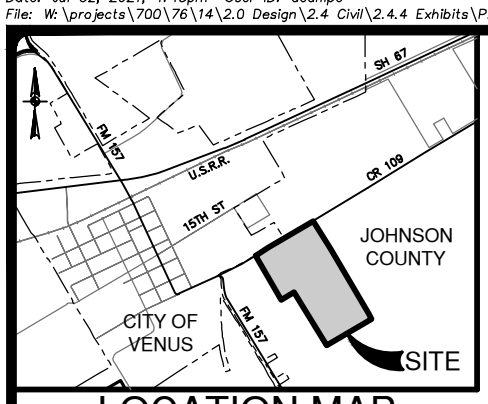
STALLION RANCH (73.2 AC)

VENUS TEXAS

CONCEPT PLAN

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING #470 I TEXAS SURVEYING FIRM #10194390

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LOCATION MAP
NOT–TO–SCALE

LEGEND

- EX. 12" WL (VENUS)
- PROPOSED OFFSITE 8" WL
- PROPOSED 8" WL

SCALE: 1"= 400'

400' 0' 200' 400'

MEADOW RIDGE ADDN II PH II

WHEAT VALLEY BLVD

MEADOW RIDGE ADDTION NO. 3

RABWA INVESTMENT LLC
INST. NO. 20829
O.P.R.J.C.T.

FULSON VENUS 140 LP
VOL. 4079 PG. 329
O.P.R.J.C.T.

CONNECT TO EXISTING 12"

CONNECT TO EXISTING 12"

CR 109

9 HOLDING INVESTMENT INC
INST. NO. 24977
O.P.R.J.C.T.

VENUS PRIMARY SCHOOL
VENUS ISD
VOL. 1658 PG. 870
O.P.R.J.C.T.

VENUS ISD
VOL. 4568 PG. 260
O.P.R.J.C.T.

APPROX. 1,600 LF OF 8" OFFSITE WATER LINE

CONNECT TO EXISTING WL AT SCHOOL

FM 157 S

JEFF D MCGREGOR
VOL. 02178 PG. 935
O.P.R.J.C.T.

LAM NGUYEN
INST. NO. 09914
O.P.R.J.C.T.

HUANGO & LONG T NGUYEN
INST. NO. 13044
O.P.R.J.C.T.

JOB NO. 70076–14
DATE JULY 2021
DESIGNER HCS
CHECKED MTG DRAWN AGC
EXHIBIT 'E'

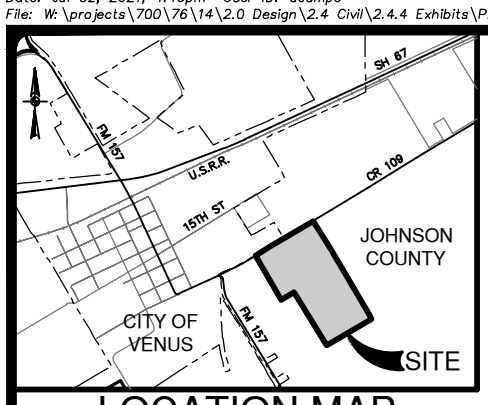
STALLION RANCH (73.2 AC)

VENUS TEXAS

WATER IMPROVEMENTS

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING #470 I TEXAS SURVEYING FIRM #10194390

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LOCATION MAP
NOT–TO–SCALE

LEGEND

- EX. MEADOW RIDGE LIFT STATION
- PROPOSED LIFT STATION
- EX. FORCE MAIN
- PROPOSED 6" FORCE MAIN
- PROPOSED 8" GRAVITY LINE

SCALE: 1"= 300'

300' 0' 150' 300'

EX. 10" FORCE MAIN TO TRA LIFT STATION

EX. 6" TO 10" FORCE MAIN CONNECTION

U.S. HWY 67

FULSON VENUS 140 LP
VOL. 4079 PG. 329
O.P.R.J.C.T.

RABWA INVESTMENT LLC
INST. NO. 20829
O.P.R.J.C.T.

MEADOW RIDGE ADDN II PH II

WHEAT VALLEY BLVD

MEADOW RIDGE ADDTION NO. 3

CONNECT TO EX. 6" FORCE MAIN

CR 109

EX. MEADOW RIDGE LIFT STATION

APPROX. 700 LF OF 6" FORCE MAIN

JEFF D MCGREGOR
VOL. 02178 PG. 935
O.P.R.J.C.T.

9 HOLDING INVESTMENT INC
INST. NO. 24977
O.P.R.J.C.T.

PROPOSED LIFT STATION

JOB NO. 70076–14
DATE JULY 2021
DESIGNER HCS
CHECKED MTG DRAWN AGC
EXHIBIT 'F'

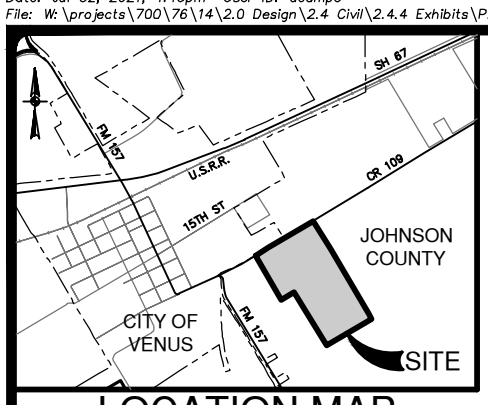
STALLION RANCH (73.2 AC)

VENUS TEXAS

SANITARY SEWER IMPROVEMENTS

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING #470 I TEXAS SURVEYING FIRM #10194390

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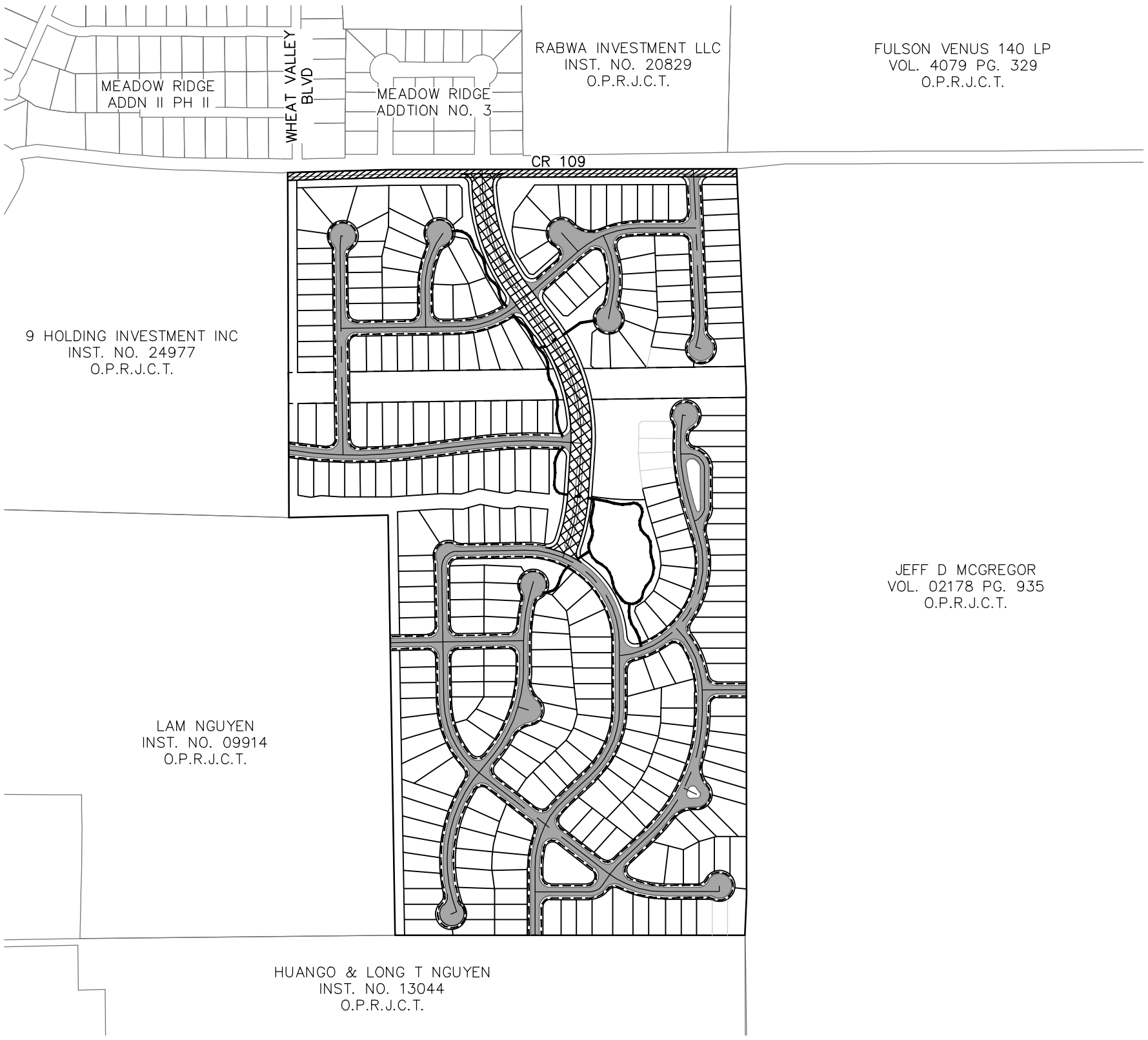
LOCATION MAP
NOT–TO–SCALE

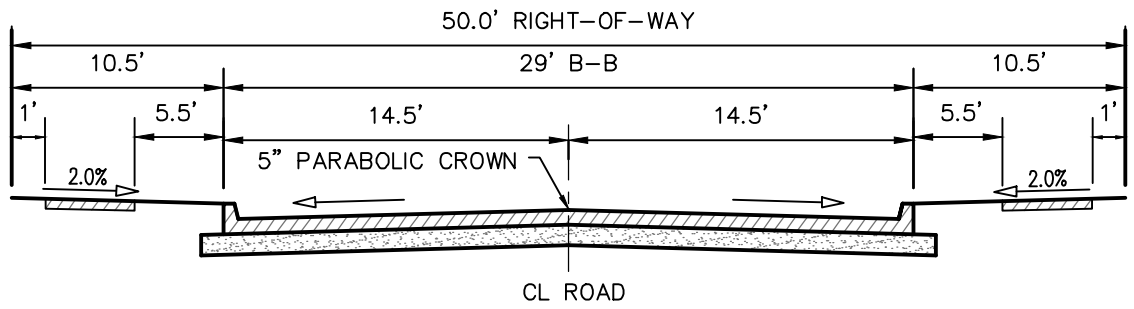
LEGEND

- PROPOSED LOCAL STREET (50' ROW)
- PROPOSED ENTRY STREET (90' ROW)
- R.O.W. DEDICATION (CR 109)
- 6' TRAIL
- 4' SIDEWALK

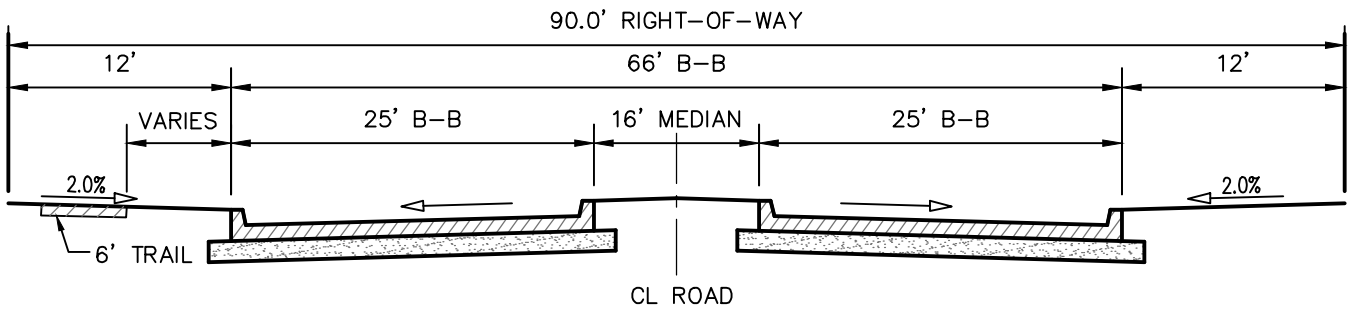
SCALE: 1"= 400'

400' 0' 200' 400'





TYPICAL ROADWAY SECTION - RESIDENTIAL (50' ROW)
N.T.S.



TYPICAL ROADWAY SECTION - ENTRY ROAD (90' ROW)
N.T.S.

JOB NO. 70076–14
DATE JULY 2021
DESIGNER HCS
CHECKED MTG DRAWN AGC
SHEET 'G'

STALLION RANCH (73.2 AC)
VENUS TEXAS
ROADWAY FACILITIES

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING #470 I TEXAS SURVEYING FIRM #10194390

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "D"
DEVELOPMENT STANDARDS
CONDITIONS FOR PLANNED DEVELOPMENT
ZONING CASE No. _____

These standards apply to the 73.524 ACRES commonly known as Stallion Ranch.

I. GENERAL CONDITIONS:

A. This planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein. All regulations not specifically defined in this PD will be subject to the City of Venus City Code of Ordinances.

Planned Development - Single Family	
	SF5
Maximum Number of Lots	**280**
Lot Size *(Minimum)*	
Lot Area (Sq. Ft.)	5,500 for Interior Lots 6,000 for Corner Lots
ot Width (feet)[1]	50
Lot Depth (feet)[2]	110
Lot Depth of Double Frontage Lots (feet)	110
Dwelling Regulations *(Minimum)*	
Dwelling Size (Sq. Ft.)[3]	1,250 / 1,500
Setback Yard Requirements - Main Structures	
Minimum Front Yard (ft)	20
Minimum Side Yard (ft)	5
Minimum Side Yard - Corner Lot (ft)[4]	10
Minimum Side Yard - Corner Key Lot (ft) [5]	20
Minimum Rear Yard (ft)	10
Minimum Rear Yard - Double Frontage Lot (ft)	20
Maximum Lot Coverage of Buildings	60%
Height of Structures *(Maximum)*	
Main Structure (feet)	35

1 Lot Width to be measured at front building setback line.
2 Lots fronting cul-de-sacs and knuckles may have minimum lot depth of 100 feet
3 A maximum of 20% of SF5 lots may be 1,250 sf minimum dwelling size. Remainder of SF5 lots must be 1,500 sf minimum.
4 Corner lots where a home with side-entry garage is constructed, shall be subject to a 15-foot minimum side-yard setback.
5. A Key Lot is a Corner Lot which backs to the side yard of an adjacent lot.

B. Type SF5 Lots: The area and building standards for Type SF5 Lots are as follows and as set forth in Table 1:

(a) Minimum Lot Size. The minimum lot size for Type SF5 Lots shall be 5,500 square feet. A typical lot will be 50' x 110' but may vary as long as the requirements in Table 1 are accommodated.

(b) Minimum Lot Width. The minimum lot width for Type SF5 Lots shall be fifty feet (50'), measured at the front building line.

(c) Minimum Yard Setbacks.

1) Minimum Front yard Setback: The minimum front yard setback for Type SF5 Lots shall be twenty feet (20').

2) Minimum Side yard Setbacks

i. The minimum side yard setbacks shall be five feet (5') on interior lots

ii. For corner lots, the minimum side yard setbacks shall be ten feet (10') on the street side and five feet (5') on the interior side. Where a home with side-entry garage is constructed facing the side street, the minimum street side yard setback shall be 15 foot minimum.

3) Minimum Rear yard Setbacks. The minimum rear yard setback shall be ten feet (10').

4) Permitted Encroachment:

i. Front porches, roof eaves, balconies, suspended planter or flower boxes, box or bay windows, awnings and chimneys may encroach into the front yard setback up to five feet (5')

(d) Minimum Floor Space. Each dwelling constructed on a Type SF5 Lot shall contain a minimum of 1,500 square feet of floor space subject to the following. Up to twenty (20) percent of the homes may have a smaller square footage but in no case less than 1,250 square feet of floor space. Floor space shall include air-conditioned floor areas, exclusive of porches, garages, patios, terraces or breezeways attached to the main dwelling.

(e) Height. The maximum height for structures on Type SF5 Lots shall be thirty-five feet (35').

II. SPECIAL CONDITIONS:

A. Maximum number of homes: 280

B. Minimum required amenity area: 3.6 acres in total with playground equipment, benches, covered pavilion and pond with fountain as shown on Concept Plan.

C. Residential streets shall be a minimum of 29' (back-to-back) as shown in Exhibit G.

D. Divided entry parkway as shown on Concept Plan with approximately 90' right-of-way and 25' wide paved lanes (back-to-back) in each direction as shown in Exhibit G. This shall be considered two points of access. No homes will front the parkway and no parking shall be allowed. Any trees planted within the right of way (ROW) by Developer shall be maintained by the HOA.

E. A Developer installed, 6' minimum width, meandering concrete trail shall be installed along one side of the entry parkway to the amenity area.

F. All internal residential streets shall be served by minimum four-foot (4') wide sidewalks on both sides of the street, installed at time of home construction in the right of way and maintained by the lot owner or HOA.

G. No more than twenty percent (20%) of homes constructed shall have a garage that extends more than five feet (5') forward of the remaining structure.

H. All homes may have front entry garages.

III. EXTERIOR MATERIALS:

A. All homes shall have exterior walls of at least eighty (80) percent Masonry of the total building exclusive of doors, windows, window boxes, and non-brick areas above the top plate line, dormers, gables, and roofs. Masonry shall be defined as brick, natural stone, cast stone or stucco applied in a three-coat finishing process. No Exterior Insulation Finishing System (EIFS) shall be permitted.

B. Examples of home product are shown below.









IV. RESIDENTIAL LANDSCAPE:

A. Turf - Front, side and rear yards shall be sodded.

B. Landscape Beds - All homes shall include a minimum of ninety (90) square feet of landscape beds with plants from the Permitted Plants List (Exhibit H) which may be shrubs, perennials, ornamental grasses, groundcovers or accent trees along with hardwood mulch at least 2.5" in depth in the front yard.

C. Trees – To promote diversity and visual interest, homes shall sequentially alternate tree planting as follows:

   a. At least one 3" Canopy Tree in Group 1 from the Permitted Canopy Tree List (see Exhibit H), or

   b. At least two Accent Trees from the Permitted Accent Tree List, or

   c. At least one 3" Canopy Tree in Group 2 of the Permitted Canopy Tree List.

D. Tree planting – Front yard Canopy Trees shall be planted in a staggered manner relative to the curb. Trees on a residential lot shall be planted at least 3' closer/further from the front lot line than the Canopy Tree on the immediately adjacent lot.

E. Additional Corner Lot Requirements:

   a. Corner lots shall include an additional 3" Canopy Tree, planted in the street side yard, beyond the requirements above.

   b. Corner lots shall include an additional 45 square feet of landscape beds beyond the requirements above.

V. SIDEWALKS AND WALKWAYS:

A. All residential streets shall be served by minimum four-foot (4')-wide concrete sidewalks on both sides of the street constructed in the right of way at time of home construction. Sidewalks shall be maintained by the lot owner or HOA. All sidewalks within the community shall be completed by the Developer within four years of the issuance of a certificate of occupancy of the first home.

B. All homes shall have a minimum three-foot (3') wide concrete walkway connecting the front door of the residence to the sidewalk described above.

VI. FENCES:

A. Side and rear yards shall be fenced with maximum six-foot (6')-high wood fences with metal posts installed inside the yard to not be visible from the street.

B. Wood fences shall be stained with a common, community-wide, semi-solid color specified in the recorded covenants as Pecan and consistent color and quality to Ready Seal No. 515.

C. Side yard fence returns shall be located at least fifty (50) feet from the front lot line and in no case any closer than five (5) feet from the front corner of the home.

VII. GARAGES:

A. All homes shall have a minimum of two (2) enclosed parking spaces in a garage.

B. Garage doors shall be painted or stained consistent with the trim/accent color of the home.

VIII. ENTRY MONUMENT, SCREENING, AND AMENITY IMPROVEMENTS:

A. The Developer shall install lighted masonry monument(s) at the entry to the neighborhood, but located so to not create a sight visibility problem. Example of entrance as shown below:



B. The Developer shall install screening where lots back to County Road 109 using a combination of fencing and landscape, which shall be maintained by the HOA.

C. Common area(s) no smaller than 3.6 acres in total shall be fully developed within six months of the City's acceptance of the public improvements and dedicated to the HOA for maintenance. Until such time as the Developer turns over control of the HOA to a homeowner elected board, the Developer shall be financially responsible for the utilities, insurance, repair or replacement of all features and fixtures installed in the common area(s) either directly or by funding the deficit of the HOA. The amenities shall include the following:

a. Playground equipment



b. Benches



c. Covered pavilion.



d. Pond with fountain(s)



IX. HOMEOWNERS' ASSOCIATION (HOA)

A. The Developer shall establish a mandatory HOA prior to occupancy of any homes in the neighborhood. The development standards outlined herein shall be included in the recorded Covenants, Conditions and Restrictions (CCRs) of the HOA.

B. All common areas shall be dedicated to the HOA

C. Easements for the HOA's maintenance of features in the public right of way such as entry monuments, concrete trails, lighting. and landscape shall be permitted by the City.

X. OTHER RELATED REGULATIONS

A. Satellite Dishes. Satellite dishes, limited to eighteen inches (18") in diameter or smaller, mounted below the ridgeline on the roof, and not in public view from the front of the home are permitted.

B. Air Conditioners. No window or wall air conditioning units will be permitted on homes or other structures. Outside condensing units (compressors) which are not located within a privacy fenced area shall be screened by shrubbery save and except access and service space to the condensing units which may not be visible from the street.

C. Plan Repetition. Plan elevations shall repeat no closer than every fourth (4th) home on the same side of a street and every third (3rd) home on the opposite side of the street.

Exhibit H – Permitted Plant List

Trees

Canopy Trees (Group #)

- American Elm (1)
- Bur Oak (1)
- Cedar Elm (1)
- Lacebark Elm (1)
- Live Oak (1)
- Shummard Red Oak (1)
- Texas Persimmon (1)

Accent Trees

- Desert Willow
- Eleagnus
- Eve's Necklace
- Mexican Plum
- Mexican Red Bud
- Possum Haw
- Vitex
- Wax Myrtle

Canopy Trees (Group 2)

- Caddo Maple (2)
- Chinquapin Oak (2
- Southern Magnolia (2)
- Texas Ash (2)
- Teas Red Oak (2)
- Western Soapberry (2)

Shrubs

- Abelia
- Agave
- American Beautyberry
- Aromatic Sumac
- Barberry
- Bridal Wreath Spirea
- Compact Nandina
- Coral Berry
- Dwarf Burford Holly
- Dwarf Burning Bush
- Dwarf Chinese holly
- Dwarf Crepe Myrtle
- Dwarf Pomegranate
- Dwarf Spirea
- Dwarf Wax Myrtle
- Dwarf Yaupon holly
- Eleagnus
- Flowering Quince
- Fragrant Mimosa
- Harbor Dwarf Nandina
- Hypericum
- Italian Jasmine
- Leatherleaf Mahonia
- Miniature Crepe Myrtle
- Nellie R. Stevens Holly
- Oakleaf Hydrangea
- Purpleleaf Japanese
- Red Yucca
- Rose of Sharon (Althea)
- Rosemary
- Semi-Dwarf Crepe Myrtle
- Smooth Sumac
- Standard Nandina
- Texas Sage
- Turk's Cap

Groundcovers/Vines

Asiatic Jasmine
Avens, White
Carolina Jessamine
Coral Honeysuckle
Frog Fruit
Ground Ivy
Hardy Plumbago
Horseherb
Liriope or Lily Turf
Mondo or Monkey Grass
Pigeonberry
Purpleleaf Euonymus
Santolina
Sedum
Snake Herb
Virginia Creeper
Wood Violet

Ornamental Grasses

Big Bluestem
Blue Grama
Blue Lovegrass
Broomsedge
Busy Bluestem
Canada Wildrye
Dwarf Maiden Grass
Dwarf Pampas Grass
Eastern Gamma Grass
Feather Reed Grass
Hamelin's Fountain Grass
Indiangrass
Inland Sea-Oats
Little Bluestem
Maiden Grass
Mexican Feathergrass
Morning Light Maiden
Muhly
Ravenna Grass
Sedge
Sideoats Grama
Silver Bluestem
Slitbeard Bluestem
Standard Fountain Grass
Switchgrass
Variegated Japanese Silver Grass

Perennials

Black Eyed Susan
Blackfoot Daisy
Blue Mist Flower
Butterfly Bush
Cardinal Flower
Cedar Sage
Coreopsis
Damianita
Flame Acanthus
Four nerve Daisy
Mealy Blue Sage
Mexican Oregano
Pink Skullcap
Purple Coneflower
Rockrose
Russian Sage
Texas Lantana
Winecup
Yellow Columbine



PLAYGROUND FACILITY EXAMPLE



GRASS MOUND EXAMPLE



SITE FURNITURE EXAMPLE



SHADE STRUCTURE EXAMPLE

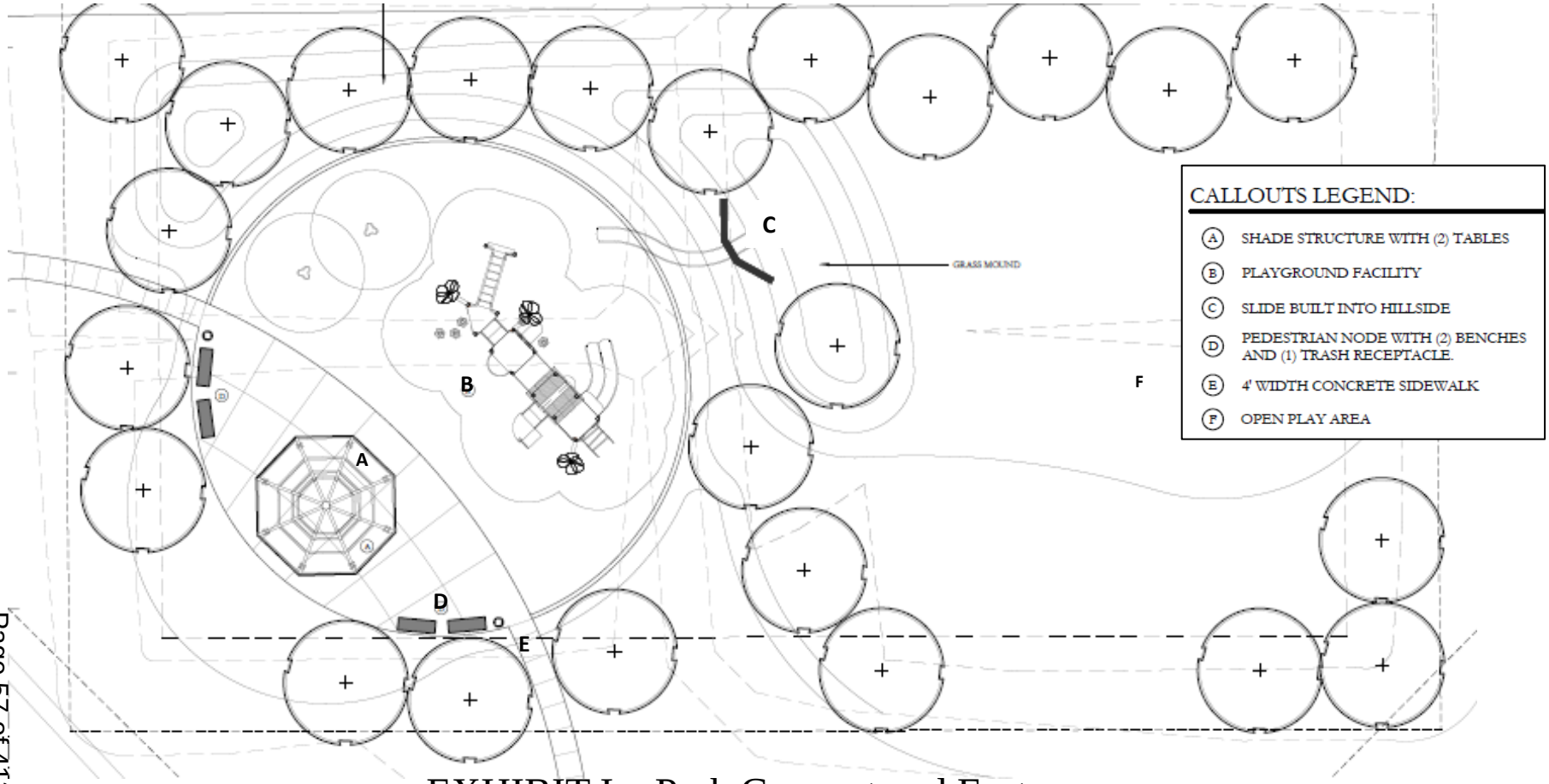
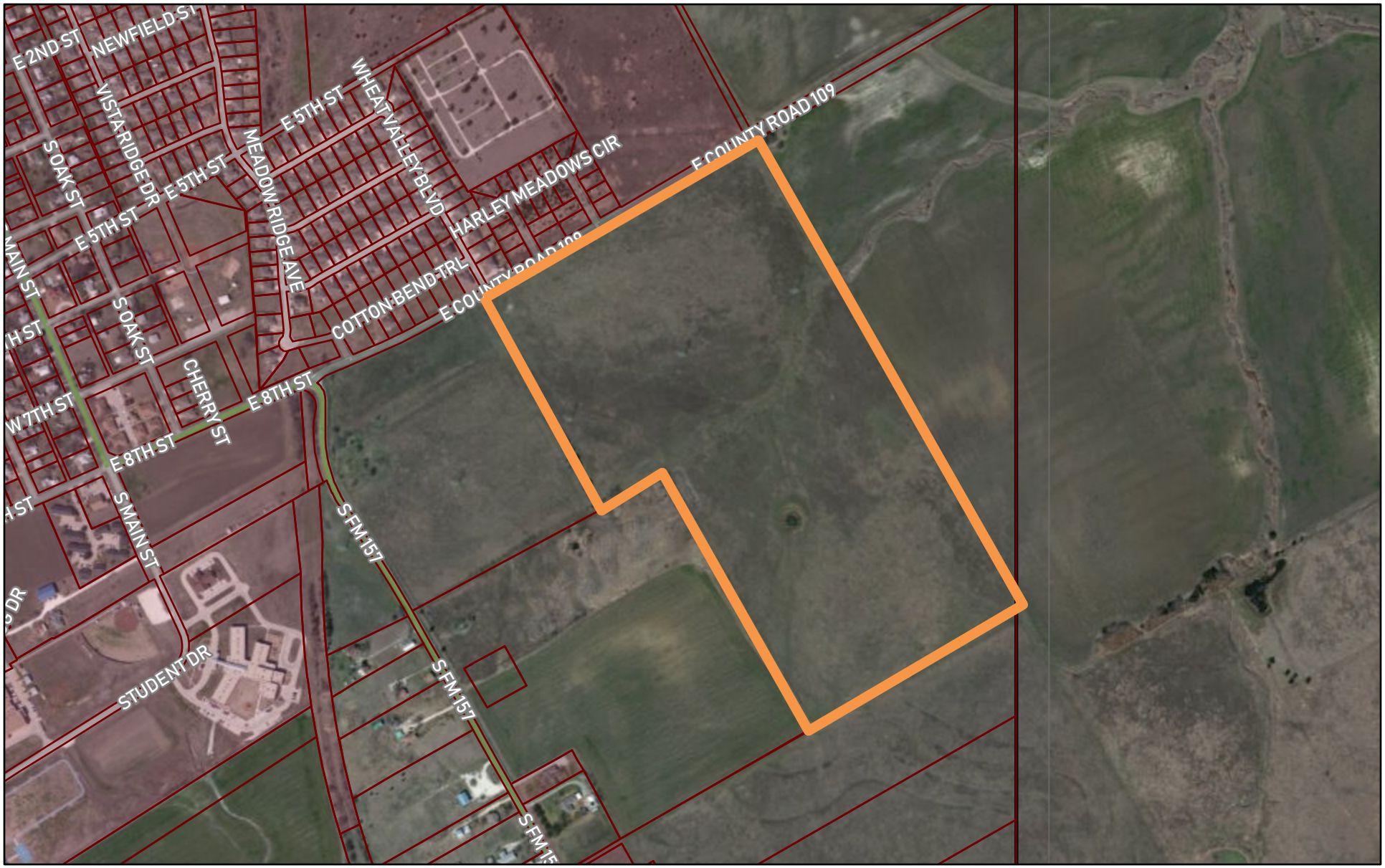


EXHIBIT I – Park Concept and Features

Stallion Ranch



10/20/2021, 3:40:22 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Parcels

Road Centerlines

City Street

County Road

Farm To Market

FEMA Flood Zones 2019

X

City Boundaries

VENUS

County Boundary

ArcGIS Web AppBuilder

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Texas Historical Commission | United States Postal Service | Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P,

CERTIFICATE FOR ORDINANCE

We, the undersigned officers of the City of Venus, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on the 8th day of November, 2021, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

James L. Burgess, Mayor
Jeanie Scott, Mayor Pro-Tem
Rita Bishop, Council Member
Geronimo Hernandez, Council Member
Phyllis Lewis, Council Member
Kayla Sanguinetti, Council Member

Tonya Roberts, City Administrator
Callie Green, City Secretary

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

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

was duly introduced for consideration and passage. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried by the following vote:

AYES: ___ NOES: ___ ABSTENTIONS: ___

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

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

SIGNED AND SEALED THE 8TH DAY OF NOVEMBER, 2021.

ATTEST:

_____
James L. Burgess, Mayor

_____
Callie Green, City Secretary

(SEAL)

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

CITY OF VENUS, TEXAS
ORDINANCE NO. _____

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

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

WHEREAS, on October 7, 2020, a petition (the "***Petition***") was submitted and filed with the City Secretary (the "***City Secretary***") of the City meeting the requirements of the PID Act requesting the creation of a public improvement district within the City; and

WHEREAS, the Petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District (defined below), as determined by the then current ad valorem tax rolls of Rockwall Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, the City accepted the Petition and called a public hearing to consider the creation of the District and directed the City Secretary to publish and mail notice of such hearing as required by the PID Act; and

WHEREAS, on November 9, 2020, after due notice, the City Council held a public hearing in the manner required by law on the advisability of the public improvements and services described in the Petition as required by Section 372.009 of the PID Act and made the findings

required by Section 372.009(b) of the PID Act and, by Resolution No. 34-2020-11 (the "***Authorization Resolution***") adopted by a majority of the members of the City Council, authorized and created the Patriot Estates Public Improvement District (the "***District***") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City published the Authorization Resolution as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on September 13, 2021, the City Council adopted a resolution determining total costs of certain authorized public improvements, approving a preliminary service and assessment plan, including proposed assessment rolls, and directing the publication and mailing of notice of a public hearing (the "***Assessment Hearing***") to consider an ordinance levying assessments on property within the District (the "***Assessments***"); and

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

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

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Assessment Hearing on October 14, 2021 in the *Midlothian Mirror*, a newspaper of general circulation in the City and the extra-territorial jurisdiction of the City; and

WHEREAS, the City Council convened the Assessment Hearing on November 8, 2021, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized public improvements to be undertaken for the benefit of property within the District (the "***Authorized Improvements***"), the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the owners of 100% of the property subject to the proposed assessment within the District (the "***Landowners***") had actual knowledge of the Assessment Hearing to be held on November 8, 2021, and support the creation of the District and the levy of assessments against the property in accordance with the Service and Assessment Plan to finance the Authorized Improvements for benefit of the property within the District; and

WHEREAS, the City Council finds and determines that the Assessment Rolls and the Patriot Estates Public Improvement District Service and Assessment Plan, dated November 8, 2021 (the "***Service and Assessment Plan***"), attached as ***Exhibit A*** and incorporated as a part of this Ordinance for all purposes, should be approved and that the Assessments should be levied as

provided in this Ordinance and the Service and Assessment Plan, including the Assessment Rolls attached thereto as Exhibits E-1 and F-1 (the "***Assessment Rolls***"); and

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

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

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

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

Section 1. **Terms**.

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

Section 2. Findings.

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

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

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

(c) The apportionment of the Actual Costs of the Authorized Improvements is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

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

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

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

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

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

(i) The Assessment Rolls should be approved as the Assessment Rolls for the District;

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

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

Section 3. Service and Assessment Plan.

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

Section 4. Assessment Rolls.

The Assessment Rolls are hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Rolls of the District for all purposes.

Section 5. Levy and Payment of Assessments for Costs of the Authorized Improvements.

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

(b) The levy of the 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 and the PID Act.

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

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

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

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Annual Collection Costs for Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the Actual Costs of the Authorized Improvements and Annual Collection Costs are set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Assessments**.

As provided in the Service and Assessment Plan, the owner of any Assessed Property may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the the assessed parties, as the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns, regardless of whether such owners are named, in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code, as amended, shall be applicable to the imposition and collection of Assessments by the City.

Section 11. **Filing in Land Records**.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Assessment Roll, to be recorded in the real property records of Johnson and Ellis Counties, Texas. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 12. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 13. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

(*Execution page follows*.)

PASSED AND APPROVED BY THE VENUS CITY COUNCIL ON THIS THE 8TH DAY OF NOVEMBER, 2021.

_____

JAMES L. BURGESS
Mayor

ATTEST:

_____

CALLIE GREEN

City Secretary

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the _____ day of November, 2021 by James L. Burgess, the Mayor, and Callie Green, the City Secretary, of the City of Venus, Texas on behalf of said City.

_____

Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan

Patriot Estates Public Improvement District

SERVICE AND ASSESSMENT PLAN
NOVEMBER 8, 2021

AUSTIN, TX | NORTH RICHLAND HILLS, TEXAS

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INTRODUCTION

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

On November 9, 2020, the City Council passed and approved Resolution No. 34-2020-11 authorizing the creation of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of the Authorized Improvements that confer a special benefit on approximately 192.41 acres located within the corporate limits of the City, as described by the legal description on **Exhibit K-1** and depicted 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. 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 Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by the Authorized Improvements. The Assessment Roll for Improvement Area #1 is included as **Exhibit E-1**. The Assessment Roll for Improvement Area #2 is included as **Exhibit F-1.**

SECTION I: DEFINITIONS

"Actual Costs" mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner, including: (1) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) 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; (5) all related permitting and public approval expenses, architectural, engineering, and consulting fees, and governmental fees and charges**.**

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

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

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

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying, and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan and the PID Act with respect to the issuance and sale of PID Bonds, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

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

"Assessment" means an assessment levied against a Parcel within the District, other than Non-Benefitted Property, imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

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

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

"Assessment Roll" means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll and the 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 levy of an Assessment, the issuance of PID Bonds, or in connection with any Annual Service Plan Update.

"Authorized Improvements" means the improvements authorized by Section 372.003 of the PID Act, and described in Section III, as further depicted on **Exhibit H-1,** and **Exhibit H-2.**

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

"City" means the City of Venus, Texas.

"City Council" means the governing body of the City.

"County" means Johnson County, Texas, and Ellis County Texas.

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

"District" means the Patriot Estates Public Improvement District, containing approximately 192.41 acres within the corporate limits of the City, as described on **Exhibit J-1** and depicted on **Exhibit A-1**.

"Engineer's Report" means a report provided by a licensed professional engineer that identifies the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

"Estimated Buildout Value" means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Owner and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for a Lot is shown on **Exhibit G.**

"Improvement Area #1" means approximately 126.3 acres located within the District, as shown on **Exhibit A-2** and more specifically described in **Exhibit J-2**.

"Improvement Area #1-2 Bonds" mean those certain "City of Venus, Texas, Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement)", that are secured by Improvement Area #1 Assessments and Improvement Area #2 Assessments.

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

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

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

"Improvement Area #1 Assessment Roll" means the Assessment Roll for Improvement Area #1 Assessed Property, attached hereto as **Exhibit E-1**, 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 connection with any Annual Service Plan Update.

"Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and depicted on **Exhibit H-1.**

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

"Improvement Area #1 Projects" mean, collectively: (1) the Improvement Area #1 Improvements, (2) Improvement Area #1's allocable share of other costs, and (3) Improvement Area #1's allocable share of Bond Issuance Costs for the Improvement Area #1-2 Bonds.

"Improvement Area #2" means approximately 66.11 acres located within the District, as shown on **Exhibit A-3** and more specifically described in **Exhibit K-3**.

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

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

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

"Improvement Area #2 Assessment Roll" means the Assessment Roll for Improvement Area #2 Assessed Property, attached hereto as **Exhibit F-1**, 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 connection with any Annual Service Plan Update.

"Improvement Area #2 Improvements" mean the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit H-2.**

"Improvement Area #2 Initial Parcel" means all of the Improvement Area #2 Assessed Property against which the entire Improvement Area #2 Assessment is levied, as shown on the Improvement Area #2 Assessment Roll.

"Improvement Area #2 Projects" mean collectively: (1) the Improvement Area #2 Improvements, (2) Improvement Area #2's allocable share of other costs, and (3) Improvement Area #2's allocable share of Bond Issuance Costs for the Improvement Area #1-2 Bonds.

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

"Landowner Agreement" means each landowner agreement executed between the City and an owner of property in Improvement Area #1 and Improvement Area #2.

"Lot" means (1) for any portion of the District for which a final subdivision plat has been recorded in the Official Public Records of the County, a tract of land described by "lot" in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the 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, buildout value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as shown on **Exhibit G.**

"Lot Type 1" means a Lot in Improvement Area #1 designated as such on the Improvement Area #1 Assessment Roll. The projected Annual Installments for Lot Type 1 are attached as **Exhibit E-3**. The buyer disclosure for Lot Type 1 is attached as **Appendix B-1.**

"Lot Type 2" means a Lot in Improvement Area #2 designated as such on the Improvement Area #2 Assessment Roll. The projected Annual Installments for Lot Type 2 are attached as **Exhibit F-3**. The buyer disclosure for Lot Type 2 is attached as **Appendix B-2.**

"Major Improvements" means those improvements required to be built in order to serve the District, but not financed by the District, as depicted on **Exhibit H-3.**

"Maximum Assessment" means for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit G**, which amount will be reduced annually by principal payments made as part of the Annual Installment.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements.

"Notice of Assessment Termination" means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit I**.

"Owner" means LGI Homes – Texas LLC, Continental Homes, and its successors and assigns.

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

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

"PID Bonds" mean bonds issued by the City in one or more series that are secured in whole or part by Assessments levied on Assessed Property within the District, including, but not limited, to the Improvement Area #1-2 Bonds.

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

"Prepayment Costs" mean interest, including Additional Interest, and Annual Collection Costs to the date of Prepayment.

"Service and Assessment Plan" means this Patriot Estates Service and Assessment Plan as it may be modified, amended, supplemented, and updated from time to time.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

"Trustee" means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 192.41 acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-1** and as depicted on the map on **Exhibit A-1**. Development of the District is anticipated to include approximately 653 single-family homes.

Improvement Area #1 includes approximately 126.3 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-2** and depicted on **Exhibit A-2.** Development of Improvement Area #1 is anticipated to include approximately 333 Lots developed with single-family homes, all of which are Lot Type 1.

Improvement Area #2 includes approximately 66.11 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-3** and depicted on **Exhibit A-3.** Development of Improvement Area #2 is anticipated to include approximately 320 Lots developed with single-family homes, all of which are Lot Type 2.

SECTION III: AUTHORIZED IMPROVEMENTS

The City, based on information provided by the Owner and its engineer and on review by the City staff and by third-party consultants retained by the City, determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City unless otherwise indicated. The budget for the Authorized Improvements, as well as the allocation of the Authorized Improvements, is shown on **Exhibit B**.

A. Improvement Area #1 Improvements

- *Streets*

  Improvements include subgrade stabilization (including excavation and drainage), asphalt and base for roadways, entrance monument, deceleration and acceleration lanes, traffic signals, sidewalks, ADA ramps, curbs and gutter, and street lights. Intersections, striping, signage, lighting, landscaping within R.O.W. 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 within Improvement Area #1. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Sanitary Sewer*

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

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, outfall structures, detention ponds and testing as well as all related earthwork, excavation, embankment, and erosion control necessary to provide storm drainage for all Lots within Improvement Area #1.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Public Improvements including land planning and design, City fees and performance bonds, jurisdictional permitting, engineering, soil testing, surveying, mobilization, construction management, and testing.

B. Improvement Area #2 Improvements

- *Streets*

  Improvements include subgrade stabilization (including excavation and drainage), asphalt and base for roadways, entrance monument, deceleration and acceleration lanes, traffic signals, sidewalks, ADA ramps, curbs and gutter, and street lights. Intersections, striping, signage, lighting, landscaping within R.O.W. 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 within Improvement Area #2. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, outfall structures, detention ponds and testing as well as all related earthwork, excavation, embankment, and erosion control necessary to provide storm drainage for all Lots within Improvement Area #2.

- *Soft Costs*

Costs related to designing, constructing, and installing the Public Improvements including land planning and design, City fees and performance bonds, jurisdictional permitting, engineering, soil testing, surveying, mobilization, construction management, and testing.

C. Bond Issuance Costs

- *Debt Service Reserve Fund*

  Equals the amount required under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

  Equals the capitalized interest payments on PID Bonds as reflected in an applicable Indenture.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds, including 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.

D. Other Costs

- *First Year Annual Collection Costs*

  First year Annual Collection Costs and other costs and expenses directly associated with forming the District.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan shall be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the initial Service Plan for the District.

Exhibit D summarizes the sources and uses of funds required to finance the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in each 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, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit 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 Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and on review by the City staff and by third-party consultants retained by the City, has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- The costs of the Improvement Area #1 Projects shall be allocated 100% to Improvement Area #1 Assessed Property based on the ratio of the Estimated Buildout Value of each Lot Type designated within the Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. Currently, the Improvement Area #1 Initial Parcel is the only Parcel within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcel is allocated 100% of the Improvement Area #1 Projects.
- The costs of the Improvement Area #2 Projects shall be allocated 100% to Improvement Area #2 Assessed Property based on the ratio of the Estimated Buildout Value of each Lot Type designated within the Improvement Area #2 Assessed Property to the Estimated Buildout Value of all Improvement Area #2 Assessed Property. Currently, the Improvement Area #2 Initial Parcel is the only Parcel within Improvement Area #2, and as

such, the Improvement Area #2 Initial Parcel is allocated 100% of the Improvement Area #2 Projects.

B. Assessments

Improvement Area #1 Assessments are levied on the Improvement Area #1 Initial Parcel according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit E-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit E-2**. Upon division or subdivision of the Improvement Area #1 Initial Parcel, the Improvement Area #1 Assessment will be reallocated pursuant to **Section VI.**

Improvement Area #2 Assessments are levied on the Improvement Area #2 Initial Parcel according to the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit F-2**. Upon division or subdivision of the Improvement Area #2 Initial Parcel, the Improvement Area #2 Assessment will be reallocated pursuant to **Section VI.**

C. Findings of Special Benefit

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

- *Improvement Area #1*
  - The costs of Improvement Area #1 Projects equal $8,034,490, as shown on **Exhibit B**; and
  - The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Costs of the Improvement Area #1 Projects; and
  - The Improvement Area #1 Initial Parcel is allocated 100% of the Improvement Area #1 Assessments levied for the Improvement Area #1 Projects, which equal $3,558,000 as shown on the Improvement Area #1 Assessment Roll, attached as **Exhibit E-1;** and
  - The special benefit (≥ $8,034,490) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Projects is equal to or greater than the amount of Improvement Area #1 Assessments ($3,558,000) levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Projects; and
  - At the time the City Council approved the Service and Assessment Plan, the Owner, owned 100% of the Improvement Area #1 Initial Parcel. In a Landowner Agreement with the City, the Owner acknowledged that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Initial Parcel and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Owner 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 applicable Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.

- *Improvement Area #2*
  - The costs of Improvement Area #2 Projects equal $6,164,298, as shown on **Exhibit B**; and
  - The Improvement Area #2 Initial Parcel receives special benefit from the Improvement Area #2 Projects equal to or greater than the Actual Costs of the Improvement Area #2 Projects; and
  - The Improvement Area #2 Initial Parcel is allocated 100% of the Improvement Area #2 Assessments levied for the Improvement Area #2 Projects, which equal $3,419,000 as shown on the Improvement Area #2 Assessment Roll, attached as **Exhibit F-1;** and
  - The special benefit (≥ $6,164,298) received by the Improvement Area #2 Initial Parcel the Improvement Area #2 Projects is equal to or greater than the amount of Improvement Area #2 Assessments ($3,419,000) levied on the Improvement Area #2 Initial Parcel for the Improvement Area #2 Projects; and
  - At the time the City Council approved the Service and Assessment Plan, the Owner owned 100% of the Improvement Area #2 Initial Parcel. In a Landowner Agreement with the City, the Owner acknowledged that the Improvement Area #2 Projects confer a special benefit on the Improvement Area #2 Initial Parcel and consented to the imposition of the Improvement Area #2 Assessments to pay for the Actual Costs associated therewith. The Owner 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 applicable Assessment Ordinance; and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Initial Parcel.

D. Annual Collection Costs

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

E. Additional Interest

The interest rate on Assessments securing the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional

Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

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 calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, relying on information from the Owner, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property, as provided by the Owner. The Estimated Buildout Value for Lot Type 1 and Lot Type 2 are shown on **Exhibit G** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive.

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 Lots based on Estimated Buildout Value according to the following formula:

A = [B x (C ÷ D)]/E

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type
D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefitted Property
E= the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot. The Estimated Buildout Value for Lot Type 1, and Lot Type 2, are shown on **Exhibit G** and will not change in future Annual Service Plan Updates.

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

3. Upon Consolidation

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

B. True-up of Assessments if Maximum Assessment Exceeded

Prior to the City approving a final subdivision plat, the Administrator shall certify that the final plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for such Lot Type, (1) the Assessment applicable to each Lot Type shall be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property or portion thereof is conveyed to a party that is exempt from payment of the Assessments under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to any such conveyance or act; provided that, however, such mandatory Prepayment of the Assessment shall not be required for portions of a Parcel that are dedicated or conveyed to the City, any other governmental entity or utility provider, or an Owners Association for use as internal roads, utilities, parks, drainage and detention facilities, and other similar improvements, in which case the Assessment that was allocated to the Parcel will be reallocated to the remainder of the Parcel. If a reallocation to the remainder of the Parcel as provided in the foregoing sentence causes the Assessment for such remainder to exceed the Maximum Assessment, the owner of the remainder of the Parcel must partially prepay the Assessment to the extent it exceeds the Maximum Assessment in an amount sufficient to reduce the Assessment to the Maximum Assessment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit I.**

D. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement, the Actual Costs of completed Authorized Improvements are less than the Assessments, (1) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (2) in the event that PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund (as defined in the applicable Indenture) relating to the PID Bonds, unless otherwise directed by the applicable Indenture. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not,

however, be reduced to an amount less than the amount required to pay all debt service requirements on all outstanding PID Bonds.

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

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, the Annual Installment shall be due and payable and shall be credited against the Prepayment. If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable Notice of Assessment Termination, a form of which is attached as **Exhibit I**.

If an Assessment is paid in part, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall 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 E-2** shows the projected Annual Installments for Improvement Area #1. **Exhibit F-2** shows the projected 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 the Collin Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. 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 applicable 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. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay 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 first Annual Installment for Improvement Area #1 and Improvement Area #2 will be delinquent if not paid by February 1, 2022.

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

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-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the 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 the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

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

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of 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 be $90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken 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. Said owner will remain liable to pay the Annual Installments 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 ROLLS

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

The Improvement Area #2 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 #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, said 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 of such receipt of a written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council may take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been

made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

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

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing 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 developers and their successors and assigns.

D. Form of Buyer Disclosure

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. The executed ordinance, including any attachments, approving 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.

EXHIBITS

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

Exhibit A-1	District Boundary Map
Exhibit A-2	Improvement Area #1 Boundary Map
Exhibit A-3	Improvement Area #2 Boundary Map
Exhibit B	Project Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses
Exhibit E-1	Improvement Area #1 Assessment Roll
Exhibit E-2	Improvement Area #1 Annual Installments
Exhibit E-3	Lot Type 1 Annual Installments
Exhibit F-1	Improvement Area #2 Assessment Roll
Exhibit F-2	Improvement Area #2 Annual Installments
Exhibit F-3	Lot Type 2 Annual Installments
Exhibit G	Maximum Assessment and Estimated Buildout Value
Exhibit H-1	Maps of Improvement Area #1 Improvements
Exhibit H-2	Maps of Improvement Area #2 Improvements
Exhibit H-3	Map of Major Improvements
Exhibit I	Notice of Assessment Termination
Exhibit J	Improvement Area #1-2 Bonds Debt Service Schedule
Exhibit K-1	District Legal Description
Exhibit K-2	Improvement Area #1 Legal Description
Exhibit K-3	Improvement Area #2 Legal Description

APPENDICES

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

Appendix A	Engineer's Report
Appendix B-1	Improvement Area #1 Lot Type 1 Buyer Disclosure
Appendix B-2	Improvement Area #2 Lot Type 2 Buyer Disclosure
Appendix B-3	Improvement Area #1 Initial Parcel Buyer Disclosure
Appendix B-4	Improvement Area #2 Initial Parcel Buyer Disclosure

EXHIBIT A-1 – DISTRICT BOUNDARY MAP

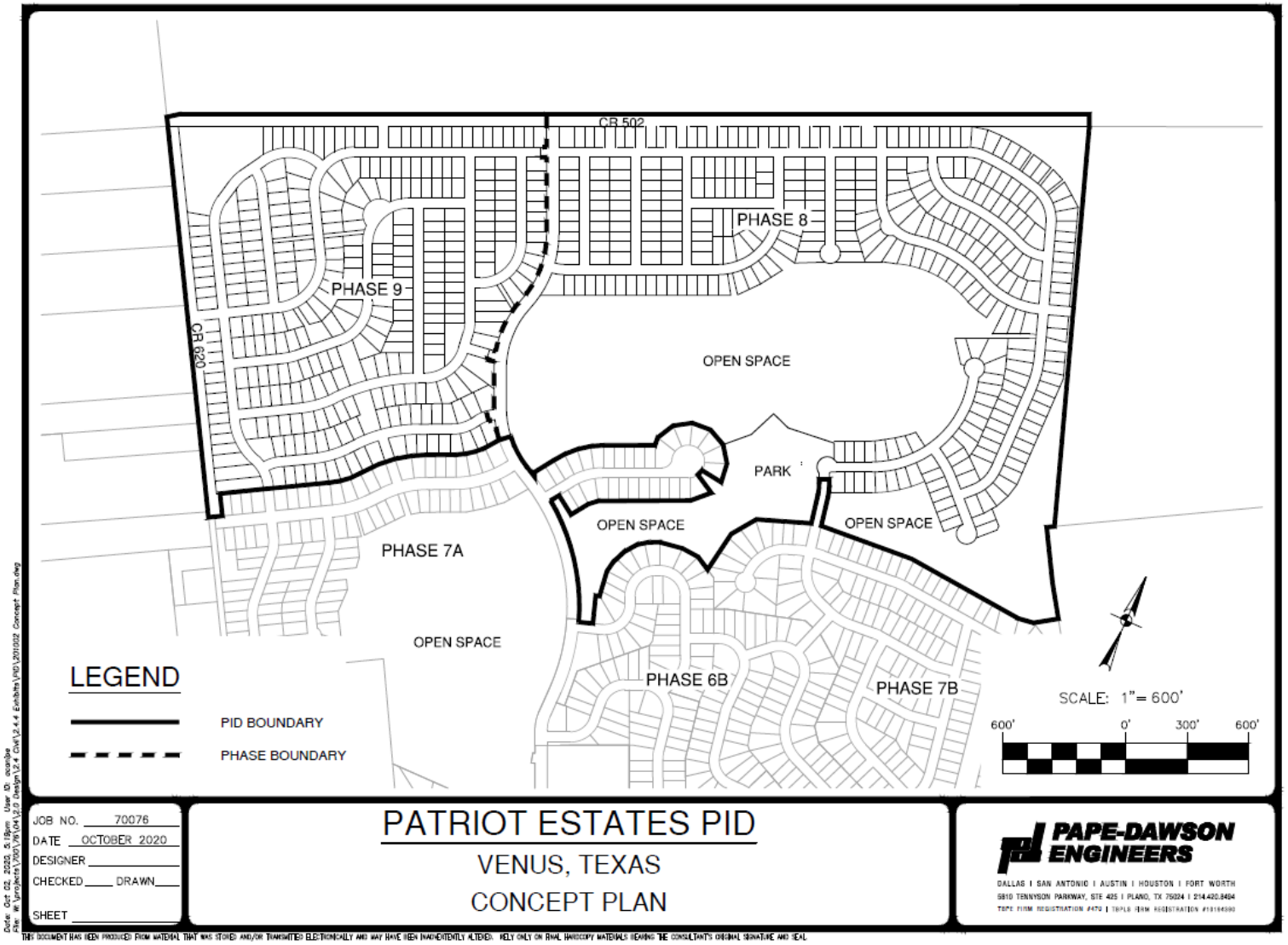


EXHIBIT A-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

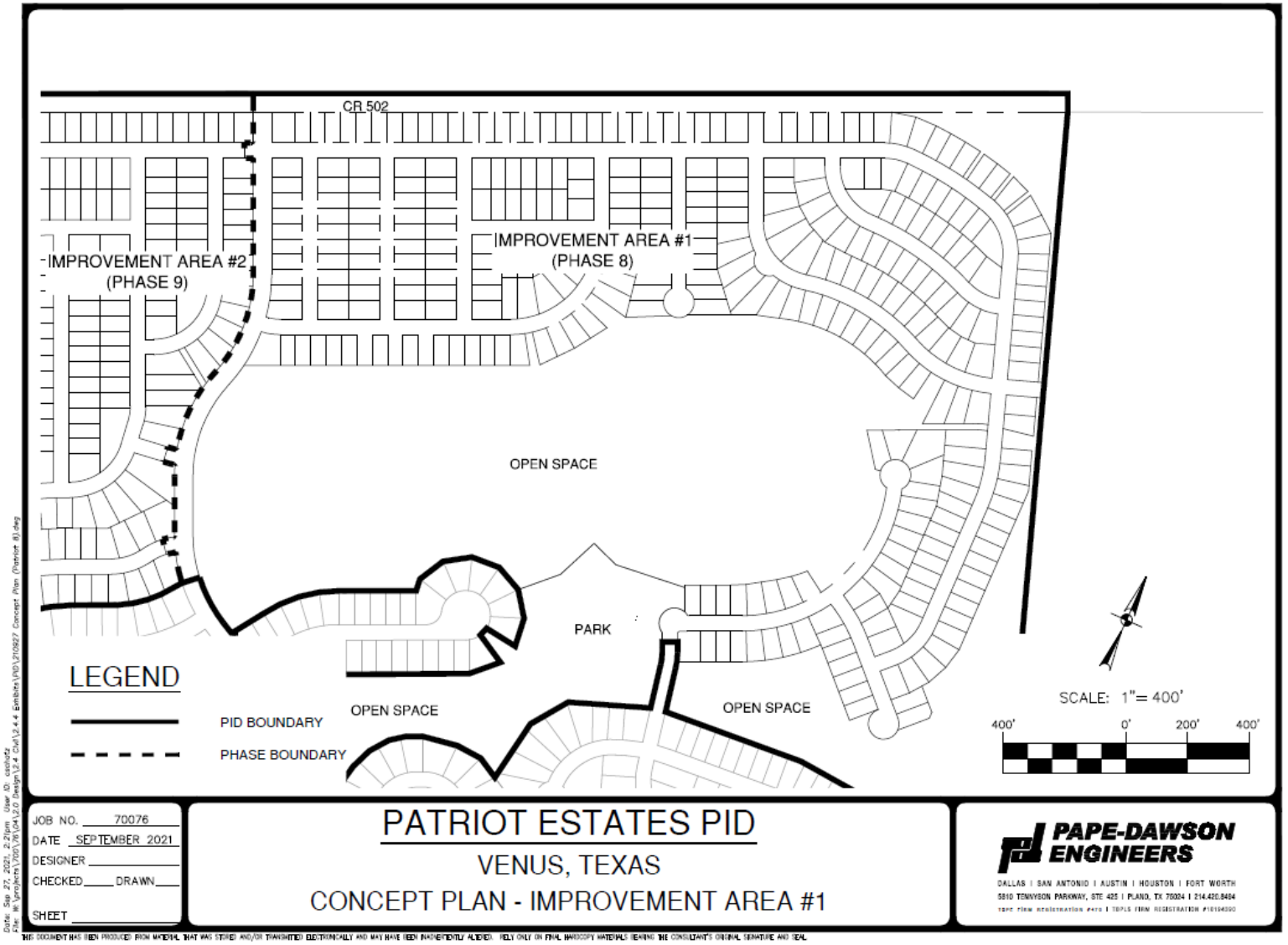


EXHIBIT A-3 – IMPROVEMENT AREA #2 BOUNDARY MAP

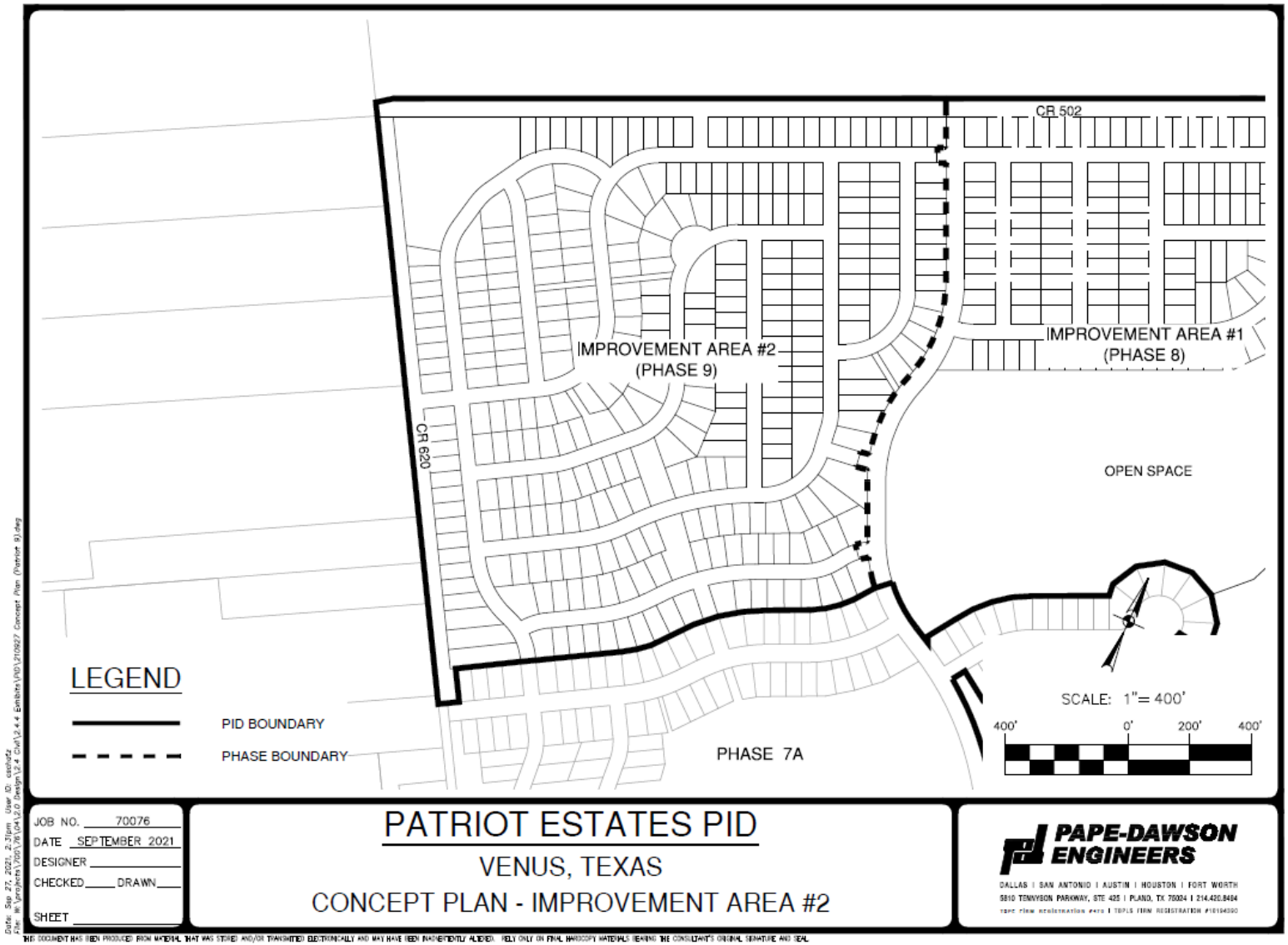


EXHIBIT B – PROJECT COSTS

	Total	Privately Funded	Improvement Area #1 %	Improvement Area #1 Cost	Improvement Area #2 %	Improvement Area #2 Cost
Improvement Area #1 Improvements [1]						
Streets	$ 2,839,322	$ -	100.00%	$ 2,839,322	0.00%	$ -
Sanitary Sewer	1,266,704	-	100.00%	1,266,704	0.00%	-
Storm Drainage	1,698,745	-	100.00%	1,698,745	0.00%	-
Soft Costs[2, 3]	1,637,831	-	100.00%	1,637,831	0.00%	-
	$ 7,442,602	$ -		$ 7,442,602		$ -
Improvement Area #2 Improvements [1]						
Streets	$ 2,168,546	$ -	0.00%	$ -	100.00%	$ 2,168,546
Sanitary Sewer	957,975	-	0.00%	-	100.00%	957,975
Storm Drainage	1,148,985	-	0.00%	-	100.00%	1,148,985
Soft Costs[2, 3]	1,206,345	-	0.00%	-	100.00%	1,206,345
	$ 5,481,851	$ -		$ -		$ 5,481,851
Major Improvements						
Lift Station & Force Main[4]	$ 830,703	$ 830,703	0.00%	$ -	0.00%	$ -
	$ 830,703	$ 830,703		$ -		$ -
Private Improvements [1]						
Onsite Earthwork	$ 2,017,828	$ 2,017,828	0.00%	$ -	0.00%	$ -
Onsite Water	1,788,059	1,788,059	0.00%	-	0.00%	-
Amenities	684,772	684,772	0.00%	-	0.00%	-
Soft Costs[3]	2,892,535	2,892,535	0.00%	-	0.00%	-
	$ 7,383,194	$ 7,383,194		$ -		$ -
Bond Issuance Costs						
Debt Service Reserve Fund	$ 407,680			$ 205,240		$ 202,440
Capitalized Interest	108,268			-		108,268
Underwriter's Discount	209,310			106,740		102,570
Cost of Issuance	504,077			256,960		247,117
	$ 1,229,335			$ 568,940		$ 660,395
Other Costs						
First Year Annual Collection Costs	$ 45,000			$ 22,948		$ 22,052
	$ 45,000			$ 22,948		$ 22,052
Total	**$ 22,412,685**	**$ 8,213,897**		**$ 8,034,490**		**$ 6,164,298**

Notes:

[1] Authorized Improvement costs and Private Improvement costs per the Engineer's Report for Improvement Area #1, attached hereto as **Appendix A**.

[2] Soft Costs are allocated between Improvement Area #1 and Improvement Area #2 pro rata based on improvement costs.

[3] Soft Costs associated with Authorized Improvements include contingency, engineering and survey, and inspection and testing. Soft Costs associated with Private Improvements include contingency, PID Fee, PID PSA Fees, engineering and survey, and inspection and testing.

[4] Lift Station and Force Main will be privately funded by the Owner.

[5] Water infrastructure will not be dedicated to the City and is considered a Private Improvement.

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Annual Installments Due		**1/31/2022**	**1/31/2023**	**1/31/2024**	**1/31/2025**	**2/1/2026**
Improvement Area #1-2 Bonds						
Principal		$ 92,000.00	$ 66,000.00	$ 69,000.00	$ 72,000.00	$ 74,000.00
Interest		112,670.00	138,640.00	136,000.00	133,240.00	130,360.00
Capitalized Interest		-	-	-	-	-
	(1)	$ 204,670.00	$ 204,640.00	$ 205,000.00	$ 205,240.00	$ 204,360.00
Annual Collection Costs	(2)	$ 22,948.26	$ 23,407.22	$ 23,875.37	$ 24,352.88	$ 24,839.93
Additional Interest	(3)	$ 17,790.00	$ 17,330.00	$ 17,000.00	$ 16,655.00	$ 16,295.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 245,408.26**	**$ 245,377.22**	**$ 245,875.37**	**$ 246,247.88**	**$ 245,494.93**

Improvement Area #2						
Annual Installments Due		**1/31/2022**	**1/31/2023**	**1/31/2024**	**1/31/2025**	**2/1/2026**
Improvement Area #1-2 Bonds						
Principal		$ -	$ 65,000.00	$ 68,000.00	$ 71,000.00	$ 73,000.00
Interest		108,268.00	136,760.00	134,160.00	131,440.00	128,600.00
Capitalized Interest		(108,268.00)	-	-	-	-
	(1)	$ -	$ 201,760.00	$ 202,160.00	$ 202,440.00	$ 201,600.00
Annual Collection Costs	(2)	$ 22,051.74	$ 22,492.78	$ 22,942.63	$ 23,401.48	$ 23,869.51
Additional Interest	(3)	$ 17,095.00	$ 17,095.00	$ 16,770.00	$ 16,430.00	$ 16,075.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 39,146.74**	**$ 241,347.78**	**$ 241,872.63**	**$ 242,271.48**	**$ 241,544.51**

EXHIBIT D – SOURCES AND USES

	Privately Funded	Improvement Area #1	Improvement Area #2
Sources of Funds			
Improvement Area #1-2 Bond Par	$ -	$ 3,558,000	$ 3,419,000
Owner Contribution - Major Improvements[1]	830,703	$ -	$ -
Owner Contribution - Private Improvements[1]	7,383,194	-	-
Owner Contribution[1]	-	4,476,490	2,745,298
Total Sources	**$ 8,213,897**	**$ 8,034,490**	**$ 6,164,298**
Uses of Funds			
Improvement Area #1 Improvements	$ -	$ 7,442,602	$ -
Improvement Area #2 Improvements	-	-	5,481,851
Major Improvements	830,703	-	-
Private Improvements	7,383,194	-	-
	$ 8,213,897	$ 7,442,602	$ 5,481,851
Bond Issuance Costs			
Debt Service Reserve Fund	$ -	$ 205,240	$ 202,440
Capitalized Interest	-	-	108,268
Underwriter's Discount	-	106,740	102,570
Cost of Issuance	-	256,960	247,117
	$ -	$ 568,940	$ 660,395
Other Costs			
First Year Annual Collection Costs	$ -	$ 22,948	$ 22,052
	$ -	$ 22,948	$ 22,052
Total Uses	**$ 8,213,897**	**$ 8,034,490**	**$ 6,164,298**

Notes:

[1] Non-reimbursable to the Owner through Assessments.

EXHIBIT E-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID[1]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2022
R000072311, 261897	Improvement Area #1 Initial Parcel	$ 3,558,000.00	$ 245,408.26
Total		**$ 3,558,000.00**	**$ 245,408.26**

Notes:

[1] The entire Improvement Area #1 Initial Parcel is contained within Property ID R00072311 in Johnson County and Property ID 261897 in Ellis County. For billing purposes, the Annual Installment due 1/31/2022 shall be allocated pro rata based on acreage.

EXHIBIT E-2 – IMPROVEMENT AREA #1 PROJECTED ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest	Capitalized Interest	Reserve Fund	Annual Collection Costs	Annual Installment[2]
2022	$ 92,000.00	$ 112,670.00	$ 17,790.00	$ -	$ -	$ 22,948.26	$ 245,408.26
2023	$ 66,000.00	$ 138,640.00	$ 17,330.00	$ -	$ -	$ 23,407.22	$ 245,377.22
2024	$ 69,000.00	$ 136,000.00	$ 17,000.00	$ -	$ -	$ 23,875.37	$ 245,875.37
2025	$ 72,000.00	$ 133,240.00	$ 16,655.00	$ -	$ -	$ 24,352.88	$ 246,247.88
2026	$ 74,000.00	$ 130,360.00	$ 16,295.00	$ -	$ -	$ 24,839.93	$ 245,494.93
2027	$ 77,000.00	$ 127,400.00	$ 15,925.00	$ -	$ -	$ 25,336.73	$ 245,661.73
2028	$ 80,000.00	$ 124,320.00	$ 15,540.00	$ -	$ -	$ 25,843.47	$ 245,703.47
2029	$ 83,000.00	$ 121,120.00	$ 15,140.00	$ -	$ -	$ 26,360.34	$ 245,620.34
2030	$ 86,000.00	$ 117,800.00	$ 14,725.00	$ -	$ -	$ 26,887.54	$ 245,412.54
2031	$ 90,000.00	$ 114,360.00	$ 14,295.00	$ -	$ -	$ 27,425.29	$ 246,080.29
2032	$ 93,000.00	$ 110,760.00	$ 13,845.00	$ -	$ -	$ 27,973.80	$ 245,578.80
2033	$ 97,000.00	$ 107,040.00	$ 13,380.00	$ -	$ -	$ 28,533.28	$ 245,953.28
2034	$ 101,000.00	$ 103,160.00	$ 12,895.00	$ -	$ -	$ 29,103.94	$ 246,158.94
2035	$ 105,000.00	$ 99,120.00	$ 12,390.00	$ -	$ -	$ 29,686.02	$ 246,196.02
2036	$ 109,000.00	$ 94,920.00	$ 11,865.00	$ -	$ -	$ 30,279.74	$ 246,064.74
2037	$ 113,000.00	$ 90,560.00	$ 11,320.00	$ -	$ -	$ 30,885.33	$ 245,765.33
2038	$ 118,000.00	$ 86,040.00	$ 10,755.00	$ -	$ -	$ 31,503.04	$ 246,298.04
2039	$ 122,000.00	$ 81,320.00	$ 10,165.00	$ -	$ -	$ 32,133.10	$ 245,618.10
2040	$ 127,000.00	$ 76,440.00	$ 9,555.00	$ -	$ -	$ 32,775.76	$ 245,770.76
2041	$ 132,000.00	$ 71,360.00	$ 8,920.00	$ -	$ -	$ 33,431.28	$ 245,711.28
2042	$ 137,000.00	$ 66,080.00	$ 8,260.00	$ -	$ -	$ 34,099.91	$ 245,439.91
2043	$ 143,000.00	$ 60,600.00	$ 7,575.00	$ -	$ -	$ 34,781.90	$ 245,956.90
2044	$ 149,000.00	$ 54,880.00	$ 6,860.00	$ -	$ -	$ 35,477.54	$ 246,217.54
2045	$ 155,000.00	$ 48,920.00	$ 6,115.00	$ -	$ -	$ 36,187.09	$ 246,222.09
2046	$ 161,000.00	$ 42,720.00	$ 5,340.00	$ -	$ -	$ 36,910.83	$ 245,970.83
2047	$ 167,000.00	$ 36,280.00	$ 4,535.00	$ -	$ -	$ 37,649.05	$ 245,464.05
2048	$ 174,000.00	$ 29,600.00	$ 3,700.00	$ -	$ -	$ 38,402.03	$ 245,702.03
2049	$ 181,000.00	$ 22,640.00	$ 2,830.00	$ -	$ -	$ 39,170.07	$ 245,640.07
2050	$ 189,000.00	$ 15,400.00	$ 1,925.00	$ -	$ -	$ 39,953.47	$ 246,278.47
2051	$ 196,000.00	$ 7,840.00	$ 980.00	$ -	$ (205,240.00)	$ 40,752.54	$ 40,332.54
Total	**$ 3,558,000.00**	**$ 2,561,590.00**	**$ 323,905.00**	**$ -**	**$ (205,240.00)**	**$ 930,966.77**	**$ 7,169,221.77**

Notes:

[1] Interest on the PID Bonds is calculated at a 4.00% rate for illustrative purposes.

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 E-3 – LOT TYPE 1 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest	Capitalized Interest	Reserve Fund	Annual Collection Costs	Annual Installment[2]
2022	$ 276.28	$ 338.35	$ 53.42	$ -	$ -	$ 68.91	$ 736.96
2023	$ 198.20	$ 416.34	$ 52.04	$ -	$ -	$ 70.29	$ 736.87
2024	$ 207.21	$ 408.41	$ 51.05	$ -	$ -	$ 71.70	$ 738.36
2025	$ 216.22	$ 400.12	$ 50.02	$ -	$ -	$ 73.13	$ 739.48
2026	$ 222.22	$ 391.47	$ 48.93	$ -	$ -	$ 74.59	$ 737.22
2027	$ 231.23	$ 382.58	$ 47.82	$ -	$ -	$ 76.09	$ 737.72
2028	$ 240.24	$ 373.33	$ 46.67	$ -	$ -	$ 77.61	$ 737.85
2029	$ 249.25	$ 363.72	$ 45.47	$ -	$ -	$ 79.16	$ 737.60
2030	$ 258.26	$ 353.75	$ 44.22	$ -	$ -	$ 80.74	$ 736.97
2031	$ 270.27	$ 343.42	$ 42.93	$ -	$ -	$ 82.36	$ 738.98
2032	$ 279.28	$ 332.61	$ 41.58	$ -	$ -	$ 84.01	$ 737.47
2033	$ 291.29	$ 321.44	$ 40.18	$ -	$ -	$ 85.69	$ 738.60
2034	$ 303.30	$ 309.79	$ 38.72	$ -	$ -	$ 87.40	$ 739.22
2035	$ 315.32	$ 297.66	$ 37.21	$ -	$ -	$ 89.15	$ 739.33
2036	$ 327.33	$ 285.05	$ 35.63	$ -	$ -	$ 90.93	$ 738.93
2037	$ 339.34	$ 271.95	$ 33.99	$ -	$ -	$ 92.75	$ 738.03
2038	$ 354.35	$ 258.38	$ 32.30	$ -	$ -	$ 94.60	$ 739.63
2039	$ 366.37	$ 244.20	$ 30.53	$ -	$ -	$ 96.50	$ 737.59
2040	$ 381.38	$ 229.55	$ 28.69	$ -	$ -	$ 98.43	$ 738.05
2041	$ 396.40	$ 214.29	$ 26.79	$ -	$ -	$ 100.39	$ 737.87
2042	$ 411.41	$ 198.44	$ 24.80	$ -	$ -	$ 102.40	$ 737.06
2043	$ 429.43	$ 181.98	$ 22.75	$ -	$ -	$ 104.45	$ 738.61
2044	$ 447.45	$ 164.80	$ 20.60	$ -	$ -	$ 106.54	$ 739.39
2045	$ 465.47	$ 146.91	$ 18.36	$ -	$ -	$ 108.67	$ 739.41
2046	$ 483.48	$ 128.29	$ 16.04	$ -	$ -	$ 110.84	$ 738.65
2047	$ 501.50	$ 108.95	$ 13.62	$ -	$ -	$ 113.06	$ 737.13
2048	$ 522.52	$ 88.89	$ 11.11	$ -	$ -	$ 115.32	$ 737.84
2049	$ 543.54	$ 67.99	$ 8.50	$ -	$ -	$ 117.63	$ 737.66
2050	$ 567.57	$ 46.25	$ 5.78	$ -	$ -	$ 119.98	$ 739.57
2051	$ 588.59	$ 23.54	$ 2.94	$ -	$ (616.34)	$ 122.38	$ 121.12
Total	**$ 10,684.68**	**$ 7,692.46**	**$ 972.69**	**$ -**	**$ (616.34)**	**$ 2,795.70**	**$ 21,529.19**

Notes:

[1] Interest on the PID Bonds is calculated at a 4.00% rate for illustrative purposes.

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 F-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID[1]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2022
R000072311	Improvement Area #2 Initial Parcel	$ 3,419,000.00	$ 39,146.74
Total		**$ 3,419,000.00**	**$ 39,146.74**

Notes:

[1] The entire Improvement Area #2 Initial Parcel is contained within Property ID R000072311 in Johnson County. For billing purposes, the Annual Installment due 1/31/2022 shall be allocated pro rata based on acreage.

EXHIBIT F-2 – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest	Capitalized Interest	Reserve Fund	Annual Collection Costs	Annual Installment[2]
2022	$ -	$ 108,268.00	$ 17,095.00	$ (108,268.00)	$ -	$ 22,051.74	$ 39,146.74
2023	$ 65,000.00	$ 136,760.00	$ 17,095.00	$ -	$ -	$ 22,492.78	$ 241,347.78
2024	$ 68,000.00	$ 134,160.00	$ 16,770.00	$ -	$ -	$ 22,942.63	$ 241,872.63
2025	$ 71,000.00	$ 131,440.00	$ 16,430.00	$ -	$ -	$ 23,401.48	$ 242,271.48
2026	$ 73,000.00	$ 128,600.00	$ 16,075.00	$ -	$ -	$ 23,869.51	$ 241,544.51
2027	$ 76,000.00	$ 125,680.00	$ 15,710.00	$ -	$ -	$ 24,346.90	$ 241,736.90
2028	$ 79,000.00	$ 122,640.00	$ 15,330.00	$ -	$ -	$ 24,833.84	$ 241,803.84
2029	$ 82,000.00	$ 119,480.00	$ 14,935.00	$ -	$ -	$ 25,330.52	$ 241,745.52
2030	$ 85,000.00	$ 116,200.00	$ 14,525.00	$ -	$ -	$ 25,837.13	$ 241,562.13
2031	$ 88,000.00	$ 112,800.00	$ 14,100.00	$ -	$ -	$ 26,353.87	$ 241,253.87
2032	$ 92,000.00	$ 109,280.00	$ 13,660.00	$ -	$ -	$ 26,880.95	$ 241,820.95
2033	$ 96,000.00	$ 105,600.00	$ 13,200.00	$ -	$ -	$ 27,418.57	$ 242,218.57
2034	$ 99,000.00	$ 101,760.00	$ 12,720.00	$ -	$ -	$ 27,966.94	$ 241,446.94
2035	$ 103,000.00	$ 97,800.00	$ 12,225.00	$ -	$ -	$ 28,526.28	$ 241,551.28
2036	$ 107,000.00	$ 93,680.00	$ 11,710.00	$ -	$ -	$ 29,096.80	$ 241,486.80
2037	$ 111,000.00	$ 89,400.00	$ 11,175.00	$ -	$ -	$ 29,678.74	$ 241,253.74
2038	$ 116,000.00	$ 84,960.00	$ 10,620.00	$ -	$ -	$ 30,272.32	$ 241,852.32
2039	$ 121,000.00	$ 80,320.00	$ 10,040.00	$ -	$ -	$ 30,877.76	$ 242,237.76
2040	$ 125,000.00	$ 75,480.00	$ 9,435.00	$ -	$ -	$ 31,495.32	$ 241,410.32
2041	$ 130,000.00	$ 70,480.00	$ 8,810.00	$ -	$ -	$ 32,125.22	$ 241,415.22
2042	$ 136,000.00	$ 65,280.00	$ 8,160.00	$ -	$ -	$ 32,767.73	$ 242,207.73
2043	$ 141,000.00	$ 59,840.00	$ 7,480.00	$ -	$ -	$ 33,423.08	$ 241,743.08
2044	$ 147,000.00	$ 54,200.00	$ 6,775.00	$ -	$ -	$ 34,091.54	$ 242,066.54
2045	$ 153,000.00	$ 48,320.00	$ 6,040.00	$ -	$ -	$ 34,773.37	$ 242,133.37
2046	$ 159,000.00	$ 42,200.00	$ 5,275.00	$ -	$ -	$ 35,468.84	$ 241,943.84
2047	$ 165,000.00	$ 35,840.00	$ 4,480.00	$ -	$ -	$ 36,178.22	$ 241,498.22
2048	$ 172,000.00	$ 29,240.00	$ 3,655.00	$ -	$ -	$ 36,901.78	$ 241,796.78
2049	$ 179,000.00	$ 22,360.00	$ 2,795.00	$ -	$ -	$ 37,639.82	$ 241,794.82
2050	$ 186,000.00	$ 15,200.00	$ 1,900.00	$ -	$ -	$ 38,392.62	$ 241,492.62
2051	$ 194,000.00	$ 7,760.00	$ 970.00	$ -	$ (202,440.00)	$ 39,160.47	$ 39,450.47
Total	**$ 3,419,000.00**	**$ 2,525,028.00**	**$ 319,190.00**	**$ (108,268.00)**	**$ (202,440.00)**	**$ 894,596.79**	**$ 6,847,106.79**

Notes:

[1] Interest on the PID Bonds is calculated at a 4.00% rate for illustrative purposes.

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 F-3 – LOT TYPE 2 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest	Capitalized Interest	Reserve Fund	Annual Collection Costs	Annual Installment[2]
2022	$ -	$ 338.34	$ 53.42	$ (338.34)	$ -	$ 68.91	$ 122.33
2023	$ 203.13	$ 427.38	$ 53.42	$ -	$ -	$ 70.29	$ 754.21
2024	$ 212.50	$ 419.25	$ 52.41	$ -	$ -	$ 71.70	$ 755.85
2025	$ 221.88	$ 410.75	$ 51.34	$ -	$ -	$ 73.13	$ 757.10
2026	$ 228.13	$ 401.88	$ 50.23	$ -	$ -	$ 74.59	$ 754.83
2027	$ 237.50	$ 392.75	$ 49.09	$ -	$ -	$ 76.08	$ 755.43
2028	$ 246.88	$ 383.25	$ 47.91	$ -	$ -	$ 77.61	$ 755.64
2029	$ 256.25	$ 373.38	$ 46.67	$ -	$ -	$ 79.16	$ 755.45
2030	$ 265.63	$ 363.13	$ 45.39	$ -	$ -	$ 80.74	$ 754.88
2031	$ 275.00	$ 352.50	$ 44.06	$ -	$ -	$ 82.36	$ 753.92
2032	$ 287.50	$ 341.50	$ 42.69	$ -	$ -	$ 84.00	$ 755.69
2033	$ 300.00	$ 330.00	$ 41.25	$ -	$ -	$ 85.68	$ 756.93
2034	$ 309.38	$ 318.00	$ 39.75	$ -	$ -	$ 87.40	$ 754.52
2035	$ 321.88	$ 305.63	$ 38.20	$ -	$ -	$ 89.14	$ 754.85
2036	$ 334.38	$ 292.75	$ 36.59	$ -	$ -	$ 90.93	$ 754.65
2037	$ 346.88	$ 279.38	$ 34.92	$ -	$ -	$ 92.75	$ 753.92
2038	$ 362.50	$ 265.50	$ 33.19	$ -	$ -	$ 94.60	$ 755.79
2039	$ 378.13	$ 251.00	$ 31.38	$ -	$ -	$ 96.49	$ 756.99
2040	$ 390.63	$ 235.88	$ 29.48	$ -	$ -	$ 98.42	$ 754.41
2041	$ 406.25	$ 220.25	$ 27.53	$ -	$ -	$ 100.39	$ 754.42
2042	$ 425.00	$ 204.00	$ 25.50	$ -	$ -	$ 102.40	$ 756.90
2043	$ 440.63	$ 187.00	$ 23.38	$ -	$ -	$ 104.45	$ 755.45
2044	$ 459.38	$ 169.38	$ 21.17	$ -	$ -	$ 106.54	$ 756.46
2045	$ 478.13	$ 151.00	$ 18.88	$ -	$ -	$ 108.67	$ 756.67
2046	$ 496.88	$ 131.88	$ 16.48	$ -	$ -	$ 110.84	$ 756.07
2047	$ 515.63	$ 112.00	$ 14.00	$ -	$ -	$ 113.06	$ 754.68
2048	$ 537.50	$ 91.38	$ 11.42	$ -	$ -	$ 115.32	$ 755.61
2049	$ 559.38	$ 69.88	$ 8.73	$ -	$ -	$ 117.62	$ 755.61
2050	$ 581.25	$ 47.50	$ 5.94	$ -	$ -	$ 119.98	$ 754.66
2051	$ 606.25	$ 24.25	$ 3.03	$ -	$ (632.63)	$ 122.38	$ 123.28
Total	**$ 10,684.38**	**$ 7,890.71**	**$ 997.47**	**$ (338.34)**	**$ (632.63)**	**$ 2,795.61**	**$ 21,397.21**

Notes:

[1] Interest on the PID Bonds is calculated at a 4.00% rate for illustrative purposes.

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.

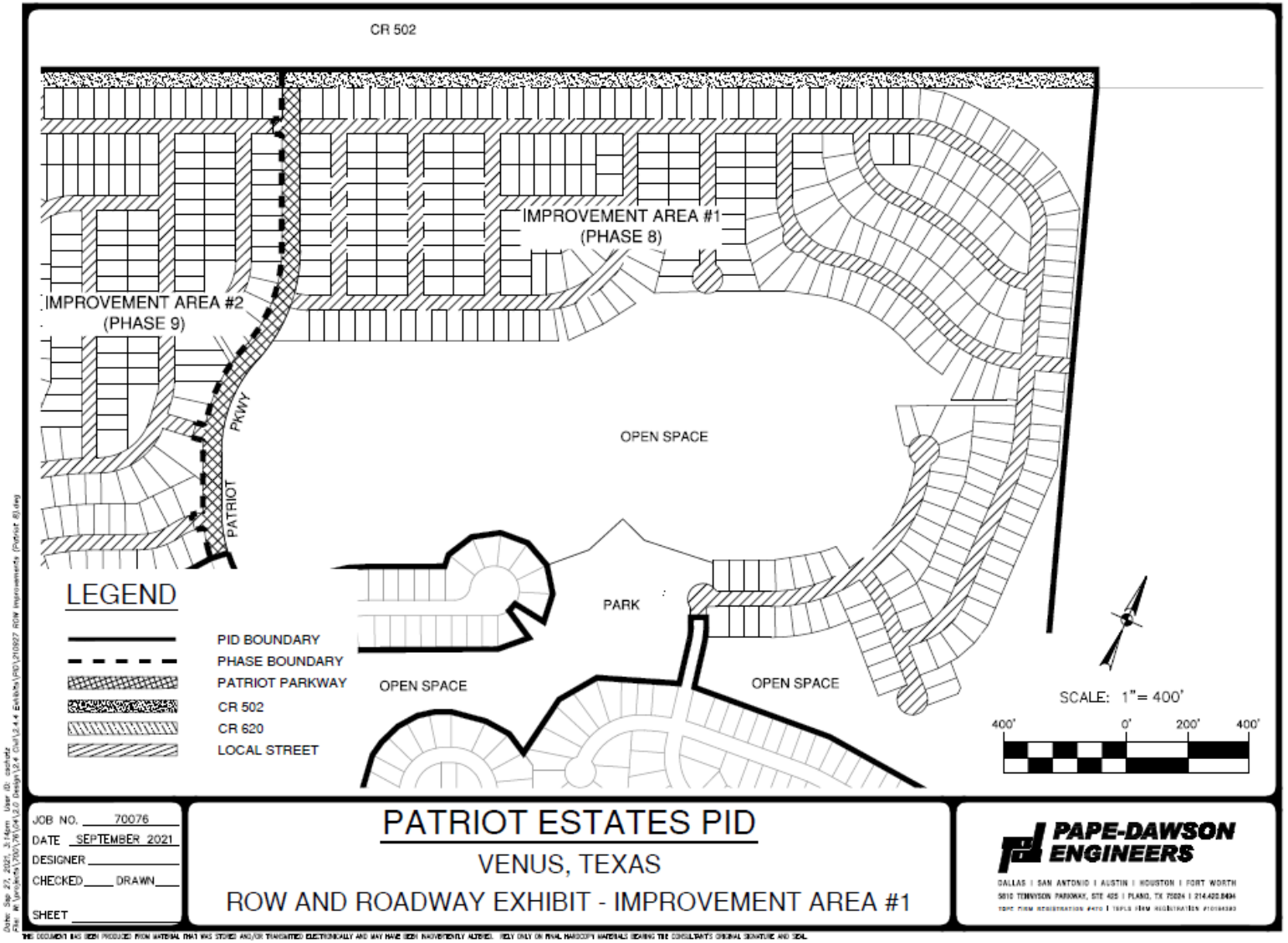
EXHIBIT G – MAXIMUM ASSESSMENT AND ESTIMATED BUILDOUT VALUE

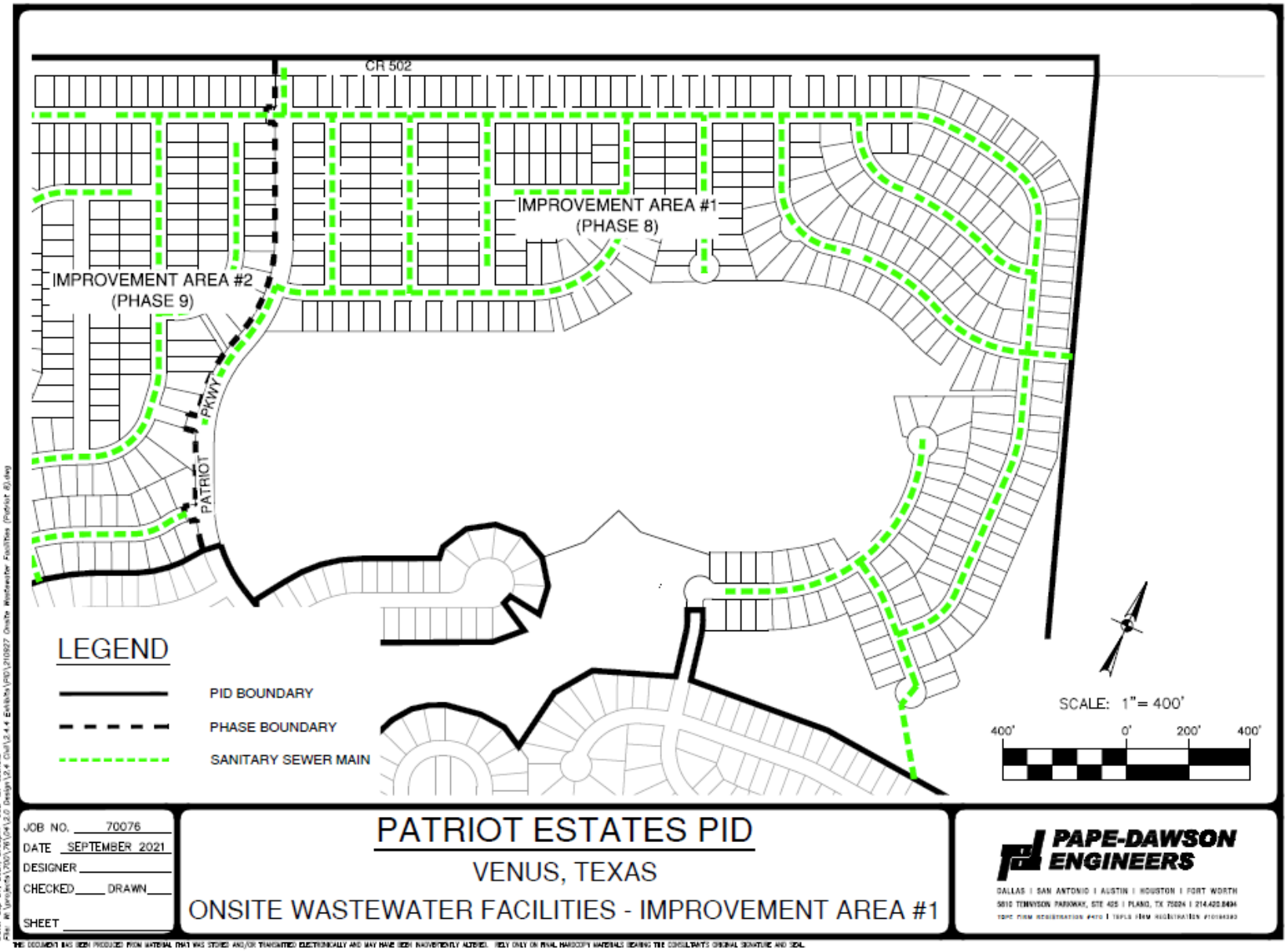
Lot Type	Units[1]	Estimated Buildout Value per Unit[1]	Total Estimated Buildout Value	Assessment	Maximum Assessment per Unit	Average Annual Installment	Average Annual Installment Per Unit	Tax Rate Equivalent
Improvement Area #1								
Lot Type 1	333	$ 280,000	$ 93,240,000	$ 3,558,000	$ 10,684.68	$ 245,824	$ 738.21	$ 0.2636
Improvement Area #2								
Lot Type 2	320	$ 280,000	$ 89,600,000	$ 3,419,000	$ 10,684.38	$ 241,732	$ 755.41	$ 0.2698
Total	**653**		**$ 182,840,000**	**$ 6,977,000**		**$ 487,556**		**$ 0.2667**

Notes:

[1] Per information provided by Hilltop Securities Inc. dated 10/4/2021.

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




CR 502
IMPROVEMENT AREA #1
(PHASE 8)
IMPROVEMENT AREA #2
(PHASE 9)
PKWY
PATRIOT
LEGEND
PID BOUNDARY
PHASE BOUNDARY
SANITARY SEWER MAIN
SCALE: 1"= 400'
400'
0'
200'
400'
JOB NO. 70076
DATE SEPTEMBER 2021
DESIGNER
CHECKED DRAWN
SHEET
PATRIOT ESTATES PID
VENUS, TEXAS
ONSITE WASTEWATER FACILITIES - IMPROVEMENT AREA #1
PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 405 | PLANO, TX 75024 | 214.420.8494

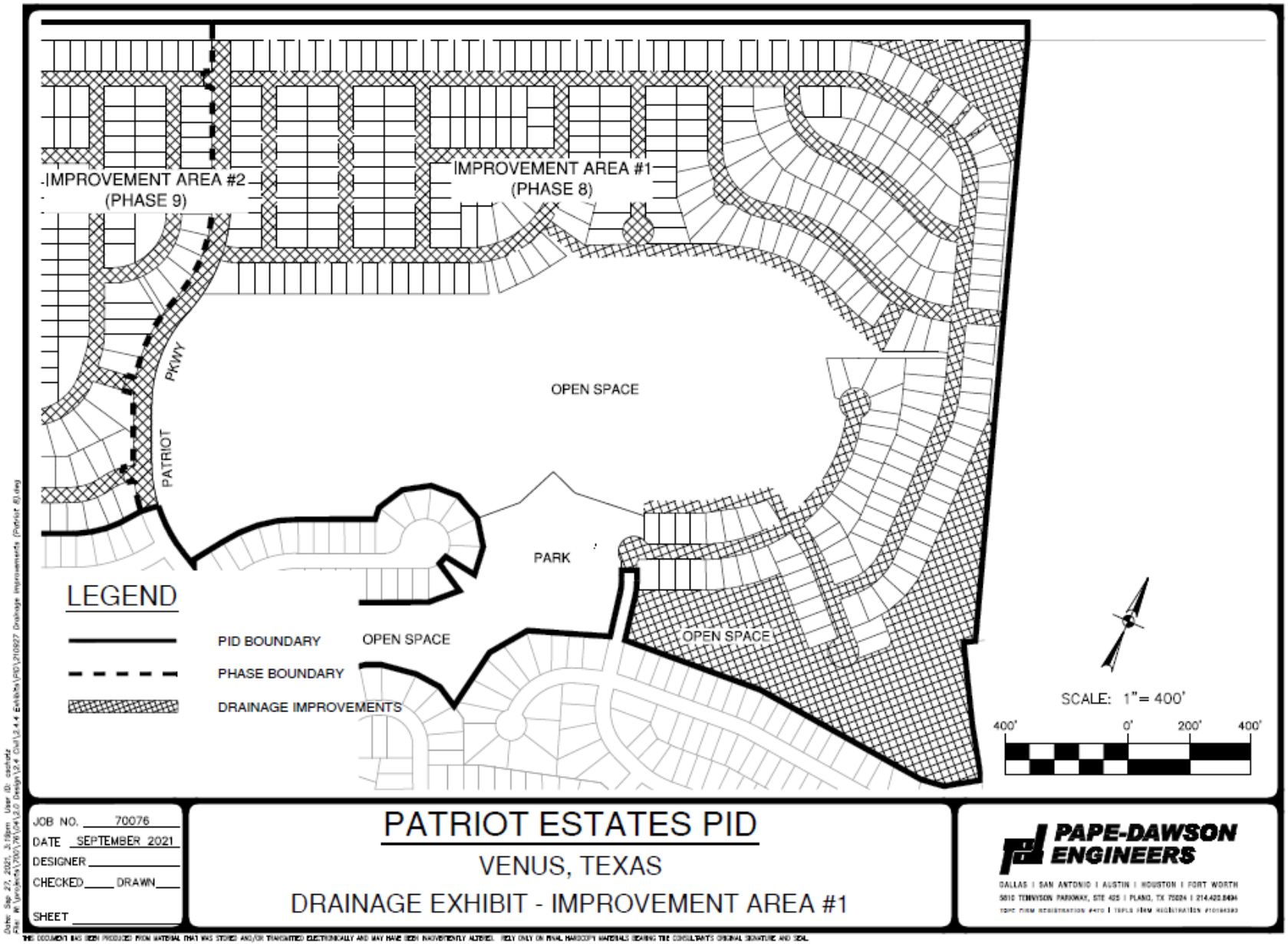
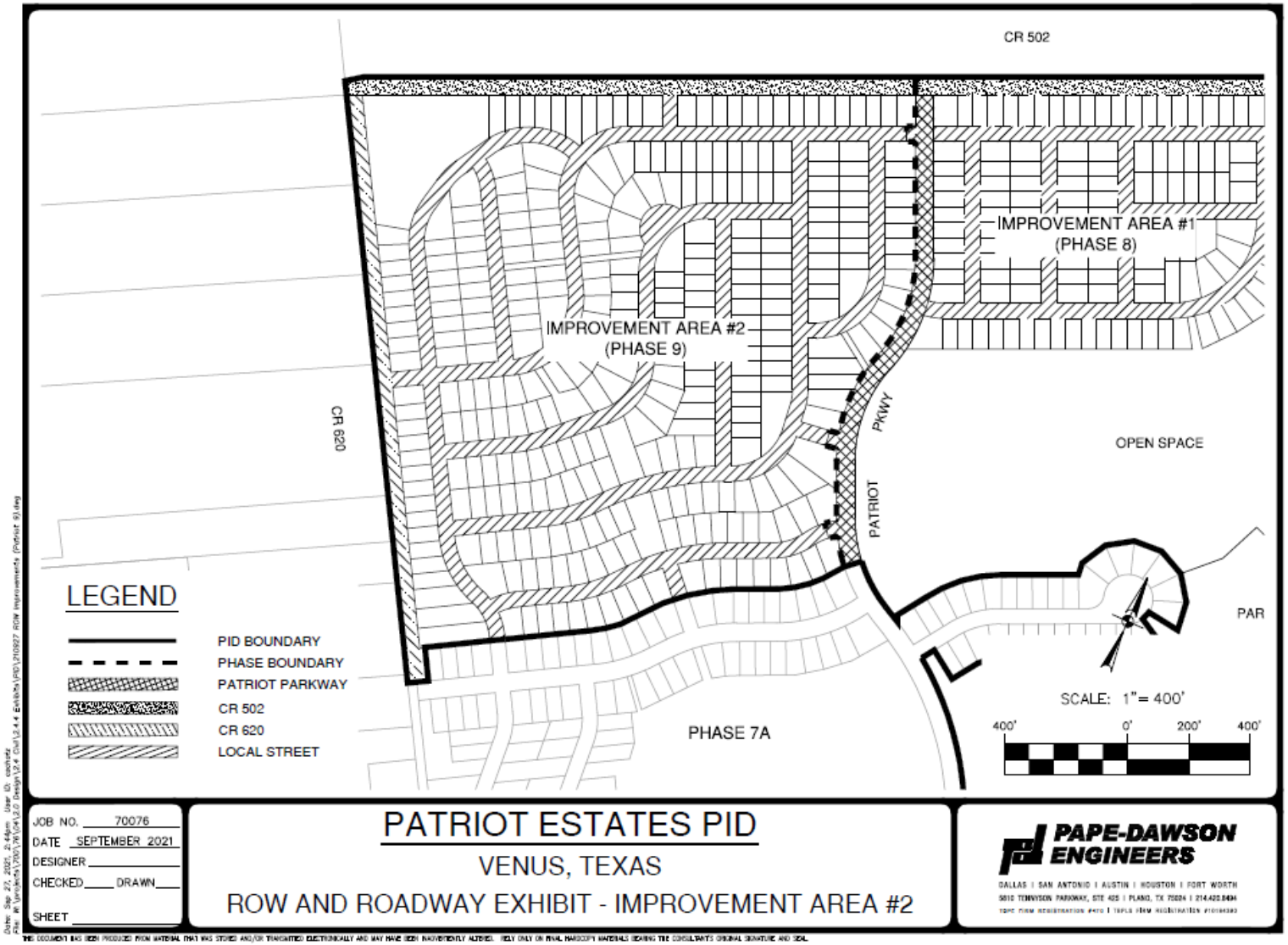
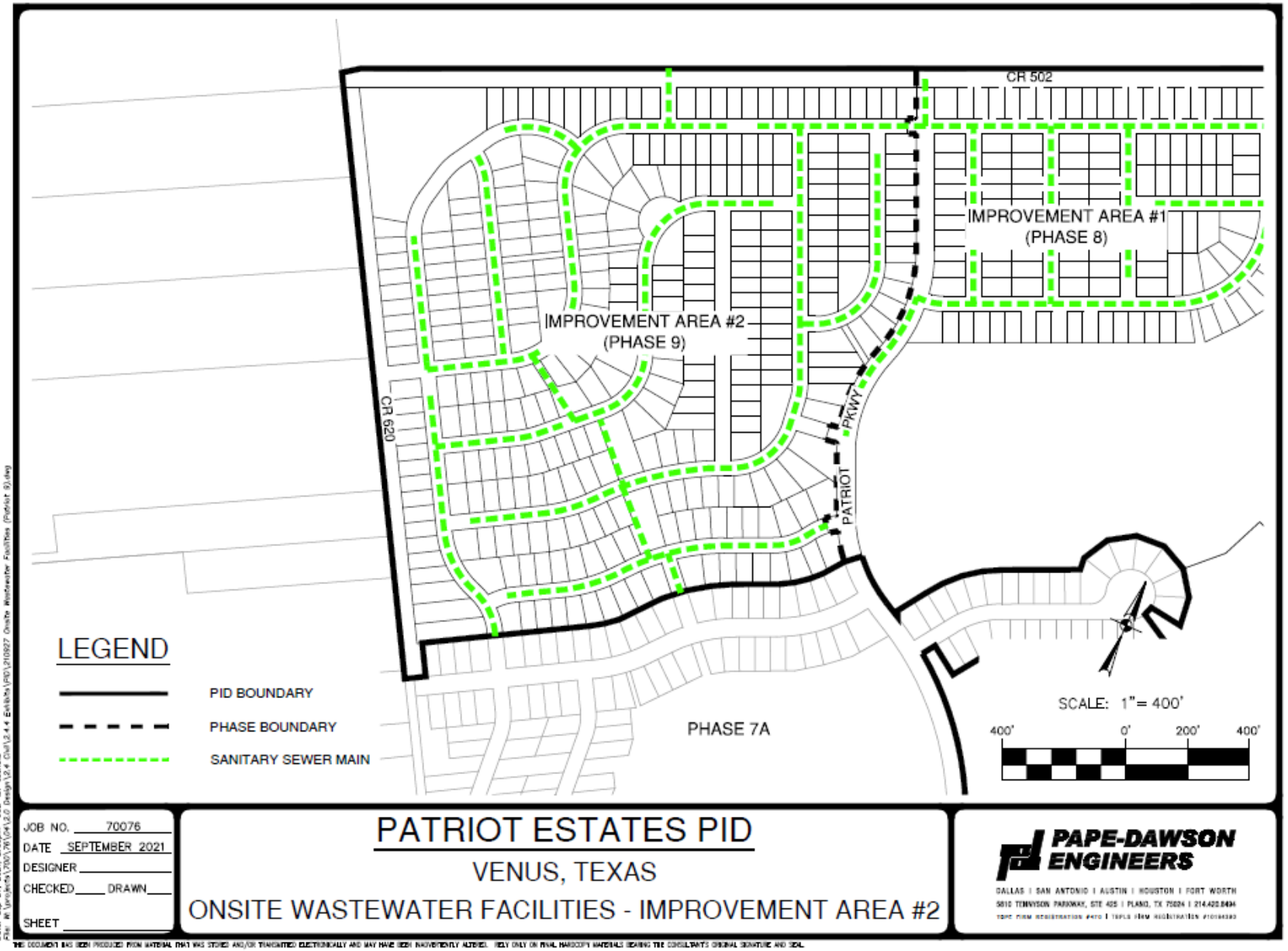

IMPROVEMENT AREA #2
(PHASE 9)
IMPROVEMENT AREA #1
(PHASE 8)
PKWY
PATRIOT
OPEN SPACE
PARK
OPEN SPACE
OPEN SPACE
LEGEND
PID BOUNDARY
PHASE BOUNDARY
DRAINAGE IMPROVEMENTS
SCALE: 1"= 400'
400' 0' 200' 400'
JOB NO. 70076
DATE SEPTEMBER 2021
DESIGNER
CHECKED DRAWN
SHEET
PATRIOT ESTATES PID
VENUS, TEXAS
DRAINAGE EXHIBIT - IMPROVEMENT AREA #1
PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 405 | PLANO, TX 75024 | 214.420.8484

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




CR 502
IMPROVEMENT AREA #1
(PHASE 8)
IMPROVEMENT AREA #2
(PHASE 9)
CR 620
PATRIOT PKWY
PHASE 7A
LEGEND
PID BOUNDARY
PHASE BOUNDARY
SANITARY SEWER MAIN
SCALE: 1"= 400'
400' 0' 200' 400'
JOB NO. 70076
DATE SEPTEMBER 2021
DESIGNER
CHECKED DRAWN
SHEET
PATRIOT ESTATES PID
VENUS, TEXAS
ONSITE WASTEWATER FACILITIES - IMPROVEMENT AREA #2
PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 405 | PLANO, TX 75024 | 214.420.8484

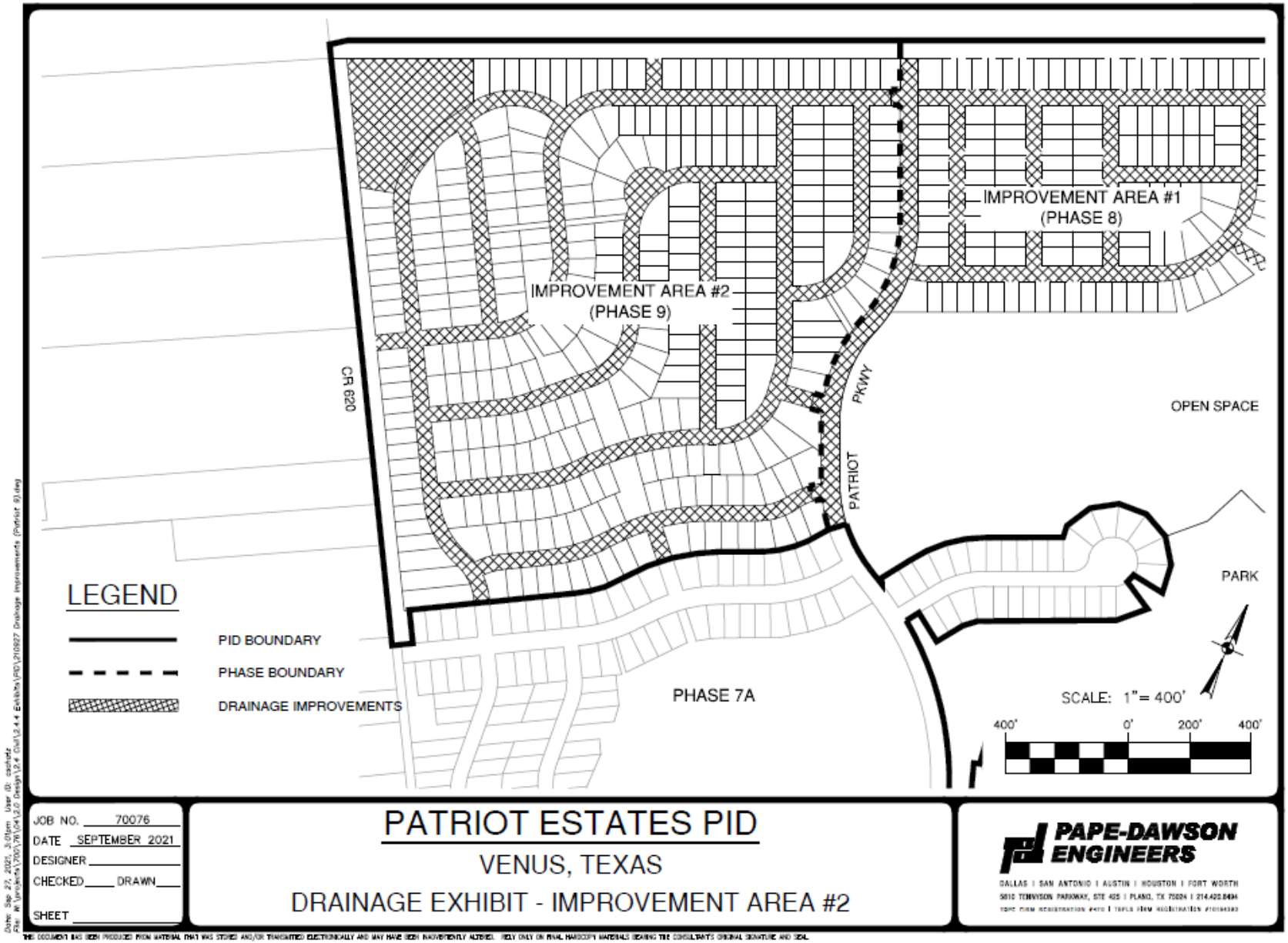

IMPROVEMENT AREA #1
(PHASE 8)
IMPROVEMENT AREA #2
(PHASE 9)
CR 620
PKWY
PATRIOT
OPEN SPACE
PARK
PHASE 7A
LEGEND
PID BOUNDARY
PHASE BOUNDARY
DRAINAGE IMPROVEMENTS
SCALE: 1"= 400'
400' 0' 200' 400'
JOB NO. 70076
DATE SEPTEMBER 2021
DESIGNER
CHECKED DRAWN
SHEET
PATRIOT ESTATES PID
VENUS, TEXAS
DRAINAGE EXHIBIT - IMPROVEMENT AREA #2
PAPE-DAWSON ENGINEERS
DALLAS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH
5810 TENNYSON PARKWAY, STE 405 | PLANO, TX 75024 | 214.420.8484

EXHIBIT H-3 – MAP OF MAJOR IMPROVEMENTS

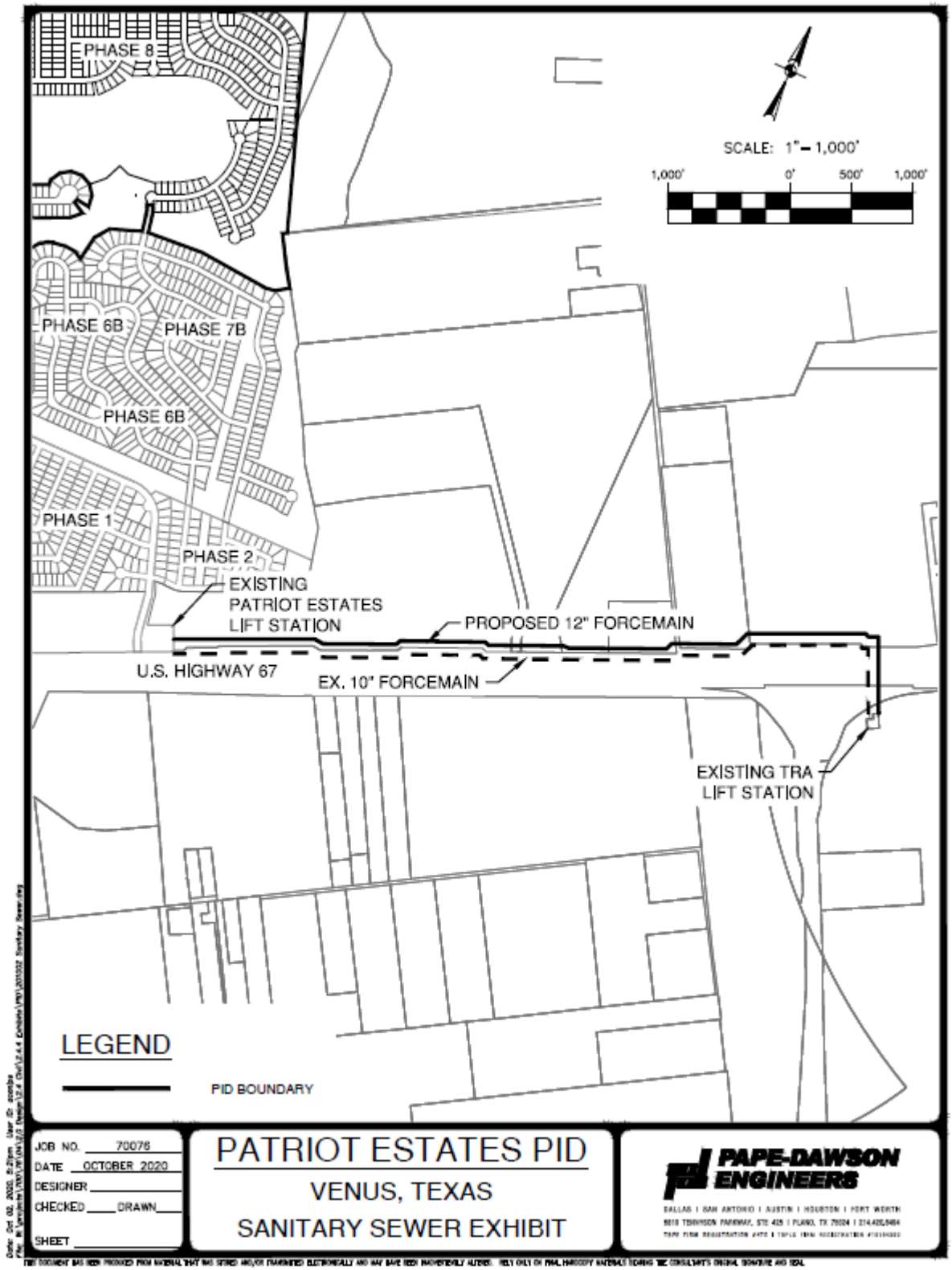


EXHIBIT I – NOTICE OF ASSESSMENT TERMINATION

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

[Date]
Johnson County Clerk's Office
Honorable [County Clerk Name]
Johnson County Clerk
204 S. Buffalo Ave, #407
Cleburne TX 76033

Re: City of Venus Lien Release documents for filing

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

Enclosed is a lien release that the City of Venus 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 Venus
Attn: [City Secretary]
700 W US Highway 67
Venus, TX 76084

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

Sincerely,
[Signature]

Mary Petty
P: (888) 417-7074
admin@p3-works.com

AFTER RECORDING RETURN TO:

City of Venus
Attn: [City Secretary]
700 W US Highway 67
Venus, TX 76084

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

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

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

RECITALS

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

WHEREAS, on or about November 9, 2021, the City Council for the City, approved Resolution No. 34-2020-11, creating the Patriot Estates Public Improvement District; and

WHEREAS, the Patriot Estates Public Improvement District consists of approximately 192.41 contiguous acres located within the corporate limits of the City; and

WHEREAS, on or about _____, the City Council, approved Ordinance No. ____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Patriot Estates Public Improvement District; and

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

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

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

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Johnson County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

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

CITY OF VENUS, TEXAS,
A Texas general law municipality,

By: _____

[City Administrator], City Administrator

ATTEST:

_____
[City Secretary], City Secretary

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, City Administrator for the City of Venus, Texas, a Texas general law municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT J – IMPROVEMENT AREA #1-2 BONDS DEBT SERVICE SCHEDULE

EXHIBIT K-1 – DISTRICT LEGAL DESCRIPTION

Exhibit A

Legal Description of Patriot Estates Public Improvement District

BEING a tract of land, situated in Radford Berry Survey, Abstract Number 26, and Radford Berry Survey, Abstract Number 42, City of Venus, Johnson County and Ellis County, Texas, and being the remainder of Tract 1 as described in a Special Warranty Deed to LGI Homes – Texas, LLC recorded in County Clerk Number 2014-17418 of the Deed Records of Johnson County, Texas (D.R.J.C.T.) and in Volume 2783, Page 1873 of the Deed Records of Ellis County, Texas (D.R.E.C.T.), and being all of Common Area – HOA Open Space Lot 32, Block 15 of Amended Patriot Estates Phase 7A, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 915, Drawer K of the Map Records of Johnson County, Texas (M.R.J.C.T.) as described in Deed Without Warranty to the Owners Association of Patriot Estates in Instrument Number 2020-10730, (D.R.J.C.T.), and being more particularly described by metes and bounds as follows;

BEGINNING at a found 1/2" iron pipe (controlling monument) at the northwest corner of said Tract 1 and the southwest corner of a tract of land described in a Special Warranty Deed with Vendor's Lien to James Neal Ratjen recorded in County Clerk Number 2012-26910 (D.R.J.C.T.);

THENCE: Along the north line of said Tract 1 and the south line of said Ratjen tract, along County Road 502 (right of way width unknown, record deed not found) the following bearings and distances;

N 53°40'52" E, a distance of 61.46 feet to a found 1/2" iron rod (controlling monument);

N 65°38'10" E, a distance of 4,445.44 feet to the northeast corner of said Tract 1 and a re-entrant corner on the south line of said Ratjen tract, from which a found 1/2" iron rod with yellow cap stamped "DEAN 5143" bears S 84°33'46" W, a distance of 0.27 feet;

THENCE: Over and across County Road 502, S 24°21'50" E, along the east line of said Tract 1 and the south line of said Ratjen tract, a distance of 60.02 feet to a found 5/8" iron rod with cap stamped "JACOBS" (controlling monument) at the northwest corner of a tract of land described in a Texas Warranty Deed with Vendor's Lien to David Rodney Bomer recorded in County Clerk Number 2019-28179 (D.R.J.C.T.) and in Instrument Number 1930321 of the Official Public Records of Ellis County, Texas (O.P.R.E.C.T.);

THENCE: S 19°22'44" E, along the east line of said Tract 1 and the west line of said Bomer tract, a distance of 1,960.47 feet to a found 1/2" iron pipe (controlling monument) at the southwest corner of said Bomer tract, same point being on the east line of said Tract 1 and on the north line of

A CERTIFIED COPY
ATTEST: 8-21
KRYSTAL VALDEZ, COUNTY CLERK
ELLIS COUNTY, TEXAS
BY _____ DEPUTY

a tract of land described in a Deed to Paul Gonzales recorded in Volume 662, Page 858 (D.R.E.C.T.);

THENCE: S 60°21'25" W, along the east line of said Tract 1 and the north line of said Gonzales tract, a distance of 38.30 feet to a found 1/2" iron pipe (controlling monument) at the northwest corner of said Gonzales tract and being a re-entrant corner on the east line of said Tract 1;

THENCE: Along the east line of said Tract 1 and the west line of said Gonzales tract, the following bearings and distances;

S 30°24'10" E, a distance of 270.50 feet to a found 1/2" iron rod (controlling monument);

S 33°29'50" E, a distance of 181.32 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) for the northeast corner of Patriot Estates Phase 7B, an addition to the City of Venus, Johnson County and Ellis County, Texas recorded in Instrument Number 43, Year 2020, Drawer K of the Map Records of Johnson County, Texas (M.R.J.C.T.) and in Cabinet K, Slides 49-51 of the Plat Records of Ellis County, Texas (P.R.E.C.T.);

THENCE: Along the north line of said Patriot Estates Phase 7B, the following bearings and distances;

S 56°30'10" W, a distance of 122.94 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 81°25'25" W, a distance of 76.21 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 85°10'41" W, a distance of 597.85 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 85°45'58" W, a distance of 470.09 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 11°15'35" W, a distance of 146.08 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument); Along a tangent curve to the left having a radius of 225.00 feet, a central angle of 13°06'09", a chord bearing and distance of N 17°48'39" W - 51.34 feet, with an arc length of 51.45 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 24°21'44" W, a distance of 33.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

COUNTY CLERK
A CERTIFIED COPY
ATTEST:
KRYSTAL VALDEZ, COUNTY CLERK
ELLIS COUNTY, TEXAS
BY _____ DEPUTY

S 65°38'16" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) on the common line of Amended Patriot Estates Phase 7A, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 915, Drawer K (M.R.J.C.T.) and said Patriot Estates Phase 7B;

THENCE: Along the common lines of said Patriot Estates Phase 7A, and said Patriot Estates Phase 7B, the following the bearings and distances;

S 24°21'44" E, a distance of 33.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the right having a radius of 175.00 feet, a central angle of 13°06'09", a chord bearing and distance of S 17°48'39" E - 39.93 feet with an arc length of 40.02 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 11°15'35" E, a distance of 145.29 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 69°41'06" W, a distance of 268.64 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 35°48'08" W, a distance of 141.93 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 09°17'01" W, a distance of 209.26 feet to a point on the north line of the final plat of Patriot Estates, Phase 6B, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 459, Slide D-678(M.R.J.C.T.);

THENCE: Along the north line of said Patriot Estates, Phase 6B, same being the south line of said Patriot Estates Phase 7A, the following the bearings and distances;
N 60°49'22" W, a distance of 77.06 feet;

N 85°55'21" W, a distance of 86.44 feet;

S 80°45'44" W, a distance of 117.31 feet;

S 65°28'59" W, a distance of 52.92 feet;

S 53°16'55" W, a distance of 57.85 feet;

S 37°00'00" W, a distance of 72.23 feet;

S 22°00'00" W, a distance of 73.30 feet;

COUNTY COURT AT LAW
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ATTEST:
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ELLIS COUNTY, TEXAS
BY DEPUTY

S 10°59'17" W, a distance of 52.57 feet;

S 08°00'00" E, a distance of 127.54 feet;

S 71°14'22" W, a distance of 19.22 feet;

S 18°45'38" E, a distance of 136.51 feet;

S 71°14'22" W, a distance of 69.78 feet to a point on the easterly right of way line of Patriot Parkway (60'wide right of way) as shown on the final plat of said Patriot Estates Phase 6B;

THENCE: Along the easterly right of way line of Patriot Parkway as shown on the final plats of Patriot Estates, Phase 6B and Patriot Estates, Phase 7A, also along a non-tangent curve to the left having a radius of 1030.12 feet, a central angle of 34°23'14", a chord bearing and distance of N 37°20'51" W - 609.01 feet, with an arc length of 618.25 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON";

THENCE: Departing the easterly right of way line of Patriot Parkway, and along the northwesterly line of Common Area/HOA open space Lot 32, Block 15 of said Patriot Estates Phase 7A the following bearings and distances.

N 34°04'05" E, a distance of 47.99 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 55°55'55" E, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 34°04'05" E, a distance of 83.61 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 36°55'02" E, a distance of 16.40 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 48°28'51" E, a distance of 50.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 61°21'54" E, a distance of 23.99 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 65°32'05" E, a distance of 426.04 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 45°42'28" E, a distance of 108.69 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

A CERTIFIED COPY
ATTEST:
KRYSTAL VALDEZ, COUNTY CLERK
ELLIS COUNTY, TEXAS
BY _____ DEPUTY

N 60°45'42" W, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a non-tangent curve to the left having a radius of 80.00 feet, a central angle of 21°36'50", a chord bearing and distance of N 18°25'53" E - 30.00 feet, with an arc length of 30.18 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 82°22'32" E, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 06°51'11" W, a distance of 95.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 35°48'29" W, a distance of 95.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) on the north line of said Patriot Estates Phase 7A;

THENCE: Departing the northwesterly line of said Common Area/HOA Open Space Lot 32, and along the north line of said Patriot Estates Phase 7A, the following the bearings and distances;

N 64°45'47" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 86°16'55" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 57°19'37" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 28°22'19" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 06°20'28" E, a distance of 39.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°32'05" W, a distance of 250.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 61°47'05" W, a distance of 65.43 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 53°04'47" W, a distance of 66.92 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

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ATTEST: 11/10/2021
KRYSTAL VALDEZ, COUNTY CLERK
ELLIS COUNTY, TEXAS
BY _____ DEPUTY

S 44°15'22" W, a distance of 66.92 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 36°08'25" W, a distance of 61.08 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 34°04'05" W, a distance of 108.86 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 24°28'09" E, a distance of 22.44 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 62°21'31" W, a distance of 61.51 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the right having a radius of 470.00 feet, a central angle of 20°31'30", a chord bearing and distance of N 52°05'46" W - 167.47 feet, with an arc length of 168.37 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 48°09'59" W, a distance of 60.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);
S 37°05'51" W, a distance of 79.62 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 44°21'28" W, a distance of 46.37 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 51°57'05" W, a distance of 48.98 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°41'16" W, a distance of 49.99 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°19'59" W, a distance of 150.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 61°16'27" W, a distance of 68.55 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 55°32'39" W, a distance of 80.93 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 47°27'18" W, a distance of 83.59 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

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ATTEST:
KRYSTAL VALDEZ, COUNTY CLERK
ELLIS COUNTY, TEXAS
BY _____ DEPUTY

S 39°38'39" W, a distance of 155.72 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 50°18'27" W, a distance of 49.91 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 56°36'13" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°56'42" W, a distance of 278.63 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 60°14'04" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°42'38" W, a distance of 212.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 30°17'22" E, a distance of 109.39 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°56'42" W, a distance of 68.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) at the northwest corner of said Patriot Estates Phase 7A, same point being on County Road 620 and on the west line of said Tract 1;

THENCE: N 30°17'22" W, along said County Road 620 (right of way width unknown, record deed not found) and the west line of said Tract 1, a distance of 1,966.05 feet to the **POINT OF BEGINNING**, and **CONTAINING** 192.4 Acres or 8,381,959 Square Feet of land more or less, and being described in accordance with a survey made on ground and accompanied by an exhibit or survey map prepared under job number ***70076-07*** by Pape Dawson Engineers, Inc.

Bearings are based on the Texas Coordinate System established for the North Central Zone (4202) from the North American Datum 1983 NAD 83 (NA2011) epoch 2010.00.

COUNTY COURT AT LAW
CERTIFIED COPY
ATTEST:
KRYSTAL VALDEZ, COUNTY CLERK
ELLIS COUNTY, TEXAS
BY DEPUTY

EXHIBIT K-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

PUBLIC IMPROVEMENT AREA #1
METES & BOUNDS DESCRIPTION

BEING a tract of land, situated in Radford Berry Survey, Abstract Number 26, and Radford Berry Survey, Abstract Number 42, City of Venus, Johnson County and Ellis County, Texas, and being a portion of Tract 1 as described in a Special Warranty Deed to LGI Homes – Texas, LLC recorded in County Clerk Number 2014-17418 of the Deed Records of Johnson County, Texas (D.R.J.C.T.) and in Volume 2783, Page 1873 of the Deed Records of Ellis County, Texas (D.R.E.C.T.), and being all of Common Area – HOA Open Space Lot 32, Block 15 of Amended Patriot Estates Phase 7A, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 915, Drawer K of the Map Records of Johnson County, Texas (M.R.J.C.T.) as described in Deed Without Warranty to the Owners Association of Patriot Estates in Instrument Number 2020-10730, (D.R.J.C.T.), and being more particularly described by metes and bounds as follows;

BEGINNING at a found 1/2" iron rod (controlling monument) at the northeast corner of said Tract 1 and the southeasterly line of a tract of land described in a Special Warranty Deed with Vendor's Lien to James Neal Ratjen recorded in County Clerk Number 2012-26910 (D.R.J.C.T.);

THENCE: Over and across County Road 502, S 24°21'50" E, along the east line of said Tract 1 and the south line of said Ratjen tract, a distance of 60.02 feet to a found 5/8" iron rod with cap stamped "JACOBS" (controlling monument) at the northwest corner of a tract of land described in a Texas Warranty Deed with Vendor's Lien to David Rodney Bomer recorded in County Clerk Number 2019-28179 (D.R.J.C.T.) and in Instrument Number 1930321 of the Official Public Records of Ellis County, Texas (O.P.R.E.C.T.);

THENCE: S 19°22'44" E, along the east line of said Tract 1 and the west line of said Bomer tract, a distance of 1,960.47 feet to a found 1/2" iron pipe (controlling monument) at the southwest corner of said Bomer tract, same point being on the east line of said Tract 1 and on the north line of a tract of land described in a Deed to Paul Gonzales recorded in Volume 662, Page 858 (D.R.E.C.T.);

THENCE: S 60°21'25" W, along the east line of said Tract 1 and the north line of said Gonzales tract, a distance of 38.30 feet to a found 1/2" iron pipe (controlling monument) at the northwest corner of said Gonzales tract and being a re-entrant corner on the east line of said Tract 1;

THENCE: Along the east line of said Tract 1 and the west line of said Gonzales tract, the following bearings and distances;

S 30°24'10" E, a distance of 270.50 feet to a found 1/2" iron rod (controlling monument);

S 33°29'50" E, a distance of 181.32 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) for the northeast corner of Patriot Estates Phase 7B, an addition to the City of Venus, Johnson County and Ellis County, Texas recorded in Instrument Number 43, Year 2020, Drawer K of the Map Records of Johnson County, Texas (M.R.J.C.T.) and in Cabinet K, Slides 49-51 of the Plat Records of Ellis County, Texas (P.R.E.C.T.);

THENCE: Along the north line of said Patriot Estates Phase 7B, the following bearings and distances;

S 56°30'10" W, a distance of 122.94 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 81°25'25" W, a distance of 76.21 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 85°10'41" W, a distance of 597.85 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 85°45'58" W, a distance of 470.09 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 11°15'35" W, a distance of 146.08 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);
Along a tangent curve to the left having a radius of 225.00 feet, a central angle of 13°06'09", a chord bearing and distance of N 17°48'39" W - 51.34 feet, with an arc length of 51.45 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 24°21'44" W, a distance of 33.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°38'16" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) on the common line of Amended Patriot Estates Phase 7A, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 915, Drawer K (M.R.J.C.T.) and said Patriot Estates Phase 7B;

THENCE: Along the common lines of said Patriot Estates Phase 7A, and said Patriot Estates Phase 7B, the following the bearings and distances;

S 24°21'44" E, a distance of 33.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

` Along a tangent curve to the right having a radius of 175.00 feet, a central angle of 13°06'09", a chord bearing and distance of S 17°48'39" E - 39.93 feet with an arc length of 40.02 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

` S 11°15'35" E, a distance of 145.29 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 69°41'06" W, a distance of 268.64 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 35°48'08" W, a distance of 141.93 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 09°17'01" W, a distance of 209.26 feet to a point on the north line of the final plat of Patriot Estates, Phase 6B, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 459, Slide D-678(M.R.J.C.T.);

THENCE: Along the north line of said Patriot Estates, Phase 6B, same being the south line of said Patriot Estates Phase 7A, the following the bearings and distances;
N 60°49'22" W, a distance of 77.06 feet;

N 85°55'21" W, a distance of 86.44 feet;

S 80°45'44" W, a distance of 117.31 feet;

S 65°28'59" W, a distance of 52.92 feet;

S 53°16'55" W, a distance of 57.85 feet;

S 37°00'00" W, a distance of 72.23 feet;

S 22°00'00" W, a distance of 73.30 feet;

S 10°59'17" W, a distance of 52.57 feet;

S 08°00'00" E, a distance of 127.54 feet;

S 71°14'22" W, a distance of 19.22 feet;

S 18°45'38" E, a distance of 136.51 feet;

S 71°14'22" W, a distance of 69.78 feet to a point on the easterly right of way line of Patriot Parkway (60'wide right of way) as shown on the final plat of said Patriot Estates Phase 6B;

THENCE: Along the easterly right of way line of Patriot Parkway as shown on the final plats of Patriot Estates, Phase 6B and Patriot Estates, Phase 7A, also along a non-tangent curve to the left having a radius of 1030.12 feet, a central angle of 34°23'14", a chord bearing and distance of N 37°20'51" W - 609.01 feet, with an arc length of 618.25 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON";

THENCE: Departing the easterly right of way line of Patriot Parkway, and along the northwesterly line of Common Area/HOA open space Lot 32, Block 15 of said Patriot Estates Phase 7A the following bearings and distances.

N 34°04'05" E, a distance of 47.99 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 55°55'55" E, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 34°04'05" E, a distance of 83.61 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 36°55'02" E, a distance of 16.40 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 48°28'51" E, a distance of 50.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 61°21'54" E, a distance of 23.99 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 65°32'05" E, a distance of 426.04 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 45°42'28" E, a distance of 108.69 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 60°45'42" W, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a non-tangent curve to the left having a radius of 80.00 feet, a central angle of 21°36'50", a chord bearing and distance of N 18°25'53" E - 30.00 feet, with an arc length of 30.18 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 82°22'32" E, a distance of 110.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 06°51'11" W, a distance of 95.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 35°48'29" W, a distance of 95.00 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) on the north line of said Patriot Estates Phase 7A;

THENCE: Departing the northwesterly line of said Common Area/HOA Open Space Lot 32, and along the north line of said Patriot Estates Phase 7A, the following the bearings and distances;

N 64°45'47" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 86°16'55" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 57°19'37" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 28°22'19" W, a distance of 95.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 06°20'28" E, a distance of 39.89 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°32'05" W, a distance of 250.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 61°47'05" W, a distance of 65.43 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 53°04'47" W, a distance of 66.92 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 44°15'22" W, a distance of 66.92 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 36°08'25" W, a distance of 61.08 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 34°04'05" W, a distance of 108.86 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 24°28'09" E, a distance of 22.44 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

N 62°21'31" W, a distance of 61.51 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

Along a tangent curve to the right having a radius of 470.00 feet, a central angle of 20°31'30", a chord bearing and distance of N 52°05'46" W - 167.47 feet, with an arc length of 168.37 feet to a found 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 48°09'59" W, a distance of 60.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

THENCE: Departing said north line of Patriot Estates phase 7 and continuing over and across said Tract 1, forming the Public Improvement Area #1 southwest corner, the following courses and distances;

Along the western boundary of the Public Improvement Area #1, and along a non-tangent curve to the right, said curve having a radius of 530.00 feet, a central angle of 11°02'46", a chord bearing and distance of N 36°18'38" W, 102.02 feet, for an arc length of 102.18 feet to a 1/2 - inch iron rod with cap stamped "PAPE DAWSON" (controlling monument) and the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left, said curve having a radius of 175.00 feet. A central angle of 10°03'28", a chord bearing and distance of S 53°28'11" E, 30.68 feet, for an arc length of 30.72 feet to a 1/2 inch iron rod with cap stamped "Pape Dawson" (controlling monument);

N 38°17'00" W, a distance of 50.06 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right, said curve having a radius of 225.00 feet, a central angle of 10°05'24", a chord bearing and distance of N 54°12'52" E, 39.57 feet, for an arc length of 39.62 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right, said curve having a radius of 530.00 feet, a central angle of 01°00'38", a chord bearing and distance of N 24°52'03" W, 9.35 feet, for an arc length of 9.35 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

N 24°21'44" W, a distance of 187.33 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a tangent curve to the right;

Along said tangent curve to the right, said curve having a radius of 500.00 feet, a central angle of 04°19'46", a chord bearing and distance of N 22°11'51" W, 37.77 feet, for an arc length of 37.78 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right, said curve having a radius of 225.00 feet, a central angle of 05°34'14", a chord bearing and distance of S 79°45'30" W, 21.87 feet, for an arc length of 21.88 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

S 82°32'37" W, a distance of 17.08 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

N 07°27'23" W, a distance of 50.00 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

N 82°32'37" E, a distance of 17.08 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a tangent curve to the left;

Along said tangent curve to the left, said curve having a radius of 175.00 feet, a central angle of 04°23'15", a chord bearing and distance of N 80°20'59" E, 13.40 feet, for an arc length of 13.40 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right, said curve having a radius of 500.00 ft, a central angle of 32°32'54", a chord bearing and distance of N 01°59'33" E, 280.23 feet, for an arc length of 284.04 feet to a 1/2-inch

iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a reverse curve to the left;

Along said reverse curve to the left, said curve having a radius of 470.00 feet, a central angle of 03°02'52", a chord bearing and distance of N 03°02'52" W, 341.68 feet, for an arc length of 349.69 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

N 24°21'44 W, a distance of 377.97 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

S 65°38'16" W, a distance of 28.50 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

N 24°21'46" W, a distance of 50.00 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

N 65°38'16" E, a distance of 28.50 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWON" (controlling monument);

N 24°21'44" W, a distance of 160.00 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), in the northwest corner of said Improvement Area #1;

THENCE: N 65°38'10" E, a distance of 2651.03 feet, to the **POINT OF BEGINNING**, and **CONTAINING** 126.3 Acres or 5,501,472 Square Feet of land more or less.

Bearings are based on the Texas Coordinate System established for the North Central Zone (4202) from the North American Datum 1983 NAD 83 (NA2011) epoch 2010.00.

EXHIBIT K-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

PUBLIC IMPROVEMENT AREA #2
METES & BOUNDS DESCRIPTION

BEING a tract of land, situated in Radford Berry Survey, Abstract Number 26, and Radford Berry Survey, Abstract Number 42, City of Venus, Johnson County and Ellis County, Texas, and being the remainder of Tract 1 as described in a Special Warranty Deed to LGI Homes – Texas, LLC recorded in County Clerk Number 2014-17418 of the Deed Records of Johnson County, Texas (D.R.J.C.T.) and in Volume 2783, Page 1873 of the Deed Records of Ellis County, Texas (D.R.E.C.T.), and being all of Common Area – HOA Open Space Lot 32, Block 15 of Amended Patriot Estates Phase 7A, an addition to the City of Venus, Johnson County, Texas recorded in Volume 11, Page 915, Drawer K of the Map Records of Johnson County, Texas (M.R.J.C.T.) as described in Deed Without Warranty to the Owners Association of Patriot Estates in Instrument Number 2020-10730, (D.R.J.C.T.), and being more particularly described by metes and bounds as follows;

BEGINNING at a found 1/2" iron pipe (controlling monument) at the northwest corner of said Tract 1 and the southwest corner of a tract of land described in a Special Warranty Deed with Vendor's Lien to James Neal Ratjen recorded in County Clerk Number 2012-26910 (D.R.J.C.T.);

THENCE: Along the north line of said Tract 1 and the south line of said Ratjen tract, along County Road 502 (right of way width unknown, record deed not found) the following bearings and distances;

N 53°40'52" E, a distance of 61.46 feet to a found 1/2" iron rod (controlling monument);

N 65°38'10" E, a distance of 1,794.41, forming the northeast corner of the Improvement Area #2 and along the south line of said Ratjen tract, to a 1/2" iron rod with yellow cap stamped "PAPE DAWSON" (controlling monument);

THENCE: Departing the northern boundary of said Tract 1, over and across County Road 502, forming the easterly boundary of said Public Improvement Area #2, the following bearings and distances;

S 24°21'44" E, a distance of 160.00 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

S 65°38'16" W, a distance of 28.50 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWON" (controlling monument);
S 24°21'46" E, a distance of 50.00 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

N 65°38'16" E, a distance of 28.50 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

S 24°21'44 E, a distance of 377.97 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument) and the beginning of a tangent curve to the left;

Along said tangent curve to the left, said curve having a radius of 470.00 feet, a central angle of 03°02'52", a chord bearing and distance of S 03°02'52" E, 341.68 feet, for an arc length of 349.69 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a reverse curve to the right;

Along said reverse curve to the right, said curve having a radius of 500.00 ft, a central angle of 32°32'54", a chord bearing and distance of S 01°59'33" W, 280.23 feet, for an arc length of 284.04 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left, said curve having a radius of 175.00 feet, a central angle of 04°23'15", a chord bearing and distance of S 80°20'59" W, 13.40 feet, for an arc length of 13.40 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

S 82°32'37" W, a distance of 17.08 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

S 07°27'23" E, a distance of 50.00 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

N 82°32'37" E, a distance of 17.08 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right, said curve having a radius of 225.00 feet, a central angle of 05°34'14", a chord bearing and distance of S 79°45'30" W, 21.87 feet, for an arc length of 21.88 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument) and the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right, said curve having a radius of 500.00 feet, a central angle of 04°19'46", a chord bearing and distance of S 22°11'51" E, 37.77 feet, for an arc length of 37.78 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

S 24°21'44" E, a distance of 187.33 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a tangent curve to the right;

Along said tangent curve to the right, said curve having a radius of 530.00 feet, a central angle of 01°00'38", a chord bearing and distance of S 24°52'03" E, 9.35 feet, for an arc length of 9.35 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument, and the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the right, said curve having a radius of 225.00 feet, a central angle of 10°05'24", a chord bearing and distance of S 54°12'52" W, 39.57 feet, for an arc length of 39.62 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument);

S 38°17'00" E, a distance of 50.06 feet to a 1/2-inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), and the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right, said curve having a radius of 175.00 feet. A central angle of 10°03'28", a chord bearing and distance of N 53°28'11" E, 30.68 feet, for an arc length of 30.72 feet to a 1/2 inch iron rod with cap stamped "Pape Dawson" (controlling monument), and the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right, said curve having a radius of 530.00 feet, a central angle of 11°02'46", a chord bearing and distance of S 36°18'38" E, 102.02 feet, for an arc length of 102.18 feet to a 1/2 - inch iron rod with cap stamped "PAPE DAWSON" (controlling monument), forming the southeastern corner of said Improvement Area #2;

THENCE: Departing said southeast corner, S 37°05'51" W, a distance of 79.62 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 44°21'28" W, a distance of 46.37 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 51°57'05" W, a distance of 48.98 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°41'16" W, a distance of 49.99 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 65°19'59" W, a distance of 150.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 61°16'27" W, a distance of 68.55 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 55°32'39" W, a distance of 80.93 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 47°27'18" W, a distance of 83.59 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 39°38'39" W, a distance of 155.72 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 50°18'27" W, a distance of 49.91 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 56°36'13" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°56'42" W, a distance of 278.63 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 60°14'04" W, a distance of 50.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°42'38" W, a distance of 212.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 30°17'22" E, a distance of 109.39 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument);

S 59°56'42" W, a distance of 68.00 feet to a found 1/2" iron rod with yellow plastic cap stamped "PAPE DAWSON" (controlling monument) at the northwest corner of said Patriot Estates Phase 7A, same point being on County Road 620 and on the west line of said Tract 1;

THENCE: N 30°17'22" W, along said County Road 620 (right of way width unknown, record deed not found) and the west line of said Tract 1, a distance of 1,966.05 feet to the **POINT OF BEGINNING**, and **CONTAINING** 66.11 Acres or 2,880,116 Square Feet of land more or less.

Bearings are based on the Texas Coordinate System established for the North Central Zone (4202) from the North American Datum 1983 NAD 83 (NA2011) epoch 2010.00.

APPENDIX A –ENGINEER'S REPORT

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Engineer's Report
RE: Patriot Estates PID
Venus, Texas

Introduction:
Patriot Estates, Phase 8 and Phase 9 is a proposed single-family development including approximately 192.4 contiguous acres and is anticipated to include approximately 653 single-family homes located south of County Road 502 and east of County Road 620 in Venus, Texas as depicted on Exhibits A. This Engineer's report includes the documents requested by the City of Venus for the formation of the PID and the issuance of bonds by the City. Bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Costs:
An Engineers' opinion of probable cost (EOPC) has been prepared for all off-site and on-site infrastructure and is included as Exhibit B.

Development Improvements:
Development improvements, including Walking Trails, and Splash Pad/ Parking Lot, are depicted in Exhibits C and D. Major improvements for infrastructure, including Offsite Wastewater, Onsite Wastewater, Roadways, Water, and Drainage, are depicted in Exhibits E ,F, G, H, and I, respectively.

Development Schedule:
Design Stage
The Planned Development for the entire development has been approved by the City of Venus.

A Preliminary Plat for Phase 8 and for Phase 9 have been approved by the City of Venus.

Flood studies have been approved for Phase 8 and 9 by the City of Venus.

A CLOMR study for Phase 8 has been approved by the City of Venus, Johnson County, Ellis County, and FEMA.

Design of the on-site and off-site civil construction plans for Phase 8 and Phase 9 are complete and have been approved by the City of Venus.

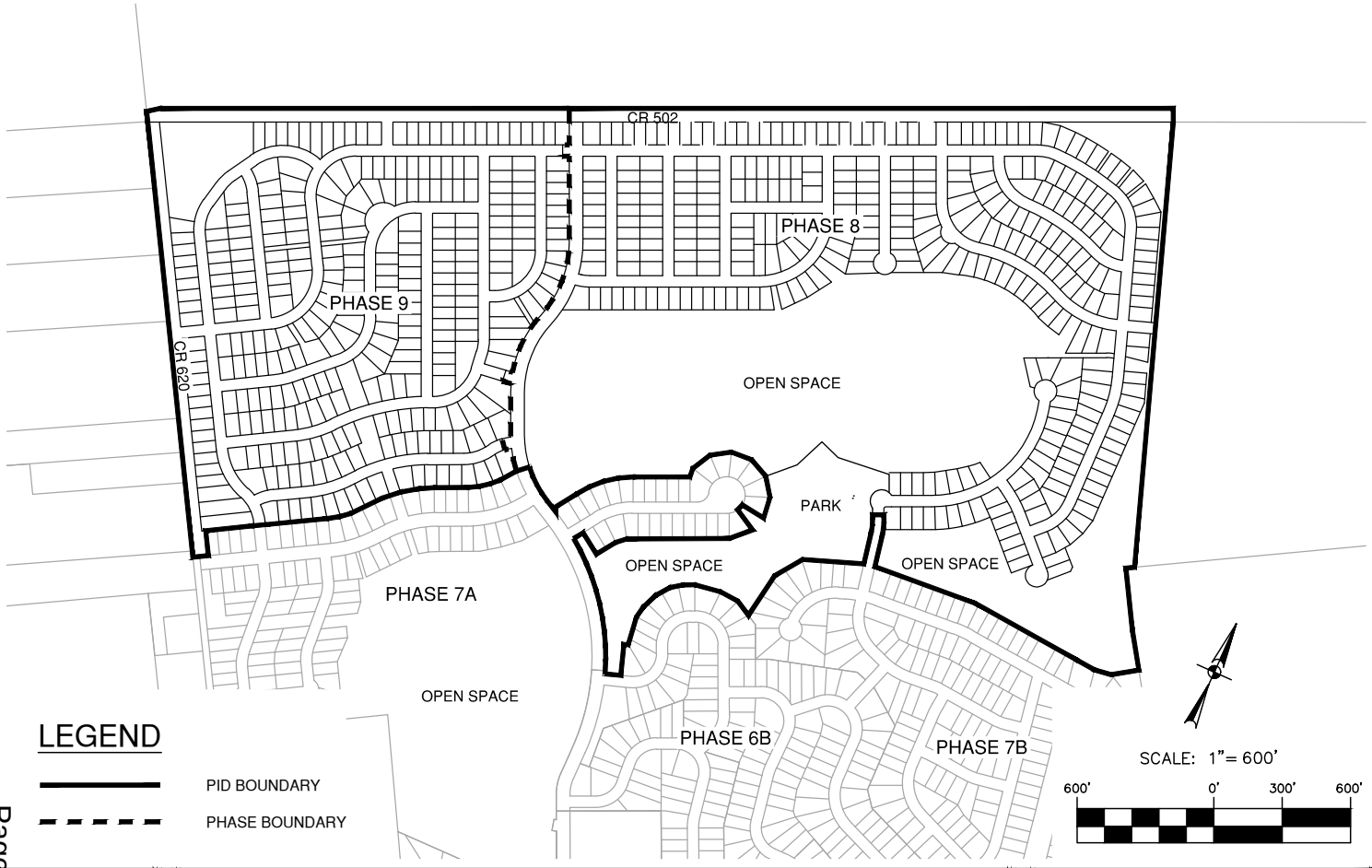
Construction Phase
Patriot Estates, Phase 8 Improvement and Offsite Wastewater Improvements are estimated to be complete in August 2021. Patriot Estates, Phase 9 construction began in July 2021 and is estimated to be complete in October 2022.



EXHIBIT A

CONCEPT PLAN

[see attached]



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JOB NO. 70076
DATE OCTOBER 2020
DESIGNER
CHECKED DRAWN
SHEET

PATRIOT ESTATES PID

VENUS, TEXAS

CONCEPT PLAN

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10194390

Date: Oct 02, 2020, 5:19pm User ID: acampe
File: W:\projects\700\78\04\2.0 Design\2.4 Civil\2.4.4 Exhibits\PID\201002 Concept Plan.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT B

PID COST SUMMARY

[see attached]

PATRIOT ESTATES PID

Opinion of Probable Cost
8/14/2021

Prepared By:
Pape-Dawson Engineers, Inc.
5810 Tennyson Parkway, Suite 425
Plano, Texas 75024
214-420-8494

SUMMARY

DIVISION	PUBLIC	PRIVATE	TOTAL
A. ONSITE EARTHWORK	$ -	$ 2,017,827	$ 2,017,827
Phase 8	$ -	$ 903,541	$ 903,541
Phase 9	$ -	$ 1,114,287	$ 1,114,287
B. ONSITE PAVING	$ 4,120,281	$ -	$ 4,120,281
Phase 8	$ 2,380,366	$ -	$ 2,380,366
Phase 9	$ 1,739,915	$ -	$ 1,739,915
C. ONSITE WATER	$ -	$ 1,788,059	$ 1,788,059
Phase 8	$ -	$ 1,018,366	$ 1,018,366
Phase 9	$ -	$ 769,693	$ 769,693
D. ONSITE SANITARY SEWER	$ 2,224,679	$ -	$ 2,224,679
Phase 8	$ 1,266,704	$ -	$ 1,266,704
Phase 9	$ 957,975	$ -	$ 957,975
E. ONSITE DRAINAGE	$ 2,847,730	$ -	$ 2,847,730
Phase 8	$ 1,698,745	$ -	$ 1,698,745
Phase 9	$ 1,148,985	$ -	$ 1,148,985
F. LIFT STATION & FORCE MAIN IMPROVEMENTS	$ 830,703	$ -	$ 830,703
G. REGIONAL PAVING IMPROVEMENTS	$ 887,586	$ -	$ 887,586
Phase 8	$ 458,956	$ -	$ 458,956
Phase 9	$ 428,631	$ -	$ 428,631
H. AMENITIES	$ -	$ 684,772	$ 684,772
SUB-TOTAL	$ 10,910,979	$ 4,490,658	$ 15,401,638
CONTINGENCY	$ 346,485	$ 146,333	$ 492,817
PID FEE ($2,500/LOT)	$ -	$ 1,632,500	$ 1,632,500
PID PSA FEES	$ -	$ 85,000	$ 85,000
ENGINEERING AND SURVEY	$ 1,920,853	$ 790,180	$ 2,711,033
INSPECTION AND TESTING	$ 576,838	$ 238,522	$ 815,360
TOTAL	**$ 13,755,154**	**$ 7,383,194**	**$ 21,138,348**
COST PER LOT (653 LOTS)	**$ 21,064.55**	**$ 11,306.58**	**$ 32,371.13**

Phase 8 = 333 lots
Phase 9 = 320 lots

PATRIOT ESTATES, PHASE 8

Opinion of Probable Cost
8/14/2021

Prepared By:
Pape-Dawson Engineers, Inc.
5810 Tennyson Parkway, Suite 425
Plano, Texas 75024
214-420-8494

COST ANALYSIS:		PHASE 8 Lots = 333					
A. ONSITE EARTHWORK							
ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT**	**PUBLIC**	**PRIVATE**
1	Site Preparation (Including Demo of Access Road Off CR 502)	AC	76	$778.00	$59,128	$0	$59,128
2	Excavation, Unclassified	CY	124,200	$2.14	$265,788	$0	$265,788
3	Rough Lot Grading	EA	333	$140.00	$46,620	$0	$46,620
4	Embankment (Place Utility Spoils) CO1	EA	10,000	$3.25	$32,500	$0	$32,500
5	Final Lot Grading	EA	333	$100.00	$33,300	$0	$33,300
6	Silt Fence - Stage 1	LF	6,462	$1.45	$9,370	$0	$9,370
7	Silt Fence - Stage 2	LF	39,106	$1.45	$56,704	$0	$56,704
8	Rock Check Dam	EA	36	$900.00	$32,400	$0	$32,400
9	Stone Overthrow Structure	EA	8	$220.00	$1,760	$0	$1,760
10	Stabilized Constrution Entrance	EA	2	$2,500.00	$5,000	$0	$5,000
11	Curlex & Seed	SY	29,005	$1.50	$43,508	$0	$43,508
12	SWPPP Maintenance	MO	3	$2,000.00	$6,000	$0	$6,000
13	Demolition of CR 502	SY	4,710	$4.50	$21,195	$0	$21,195
14	Site Preparation	AC	4	$778.00	$3,112	$0	$3,112
15	Excavation, Unclassified	CY	1,350	$3.50	$4,725	$0	$4,725
16	Remove & Reconstruct Existing Fence CO2	LF	4,142	$1.50	$6,213	$0	$6,213
17	Remove Fence Along CR 502 Offsite Channel	LF	375	$1.50	$563	$0	$563
18	Rebuild Barbed Wire Fence Along CR 502 Offsite Channel	LF	375	$12.00	$4,500	$0	$4,500
19	Silt Fence - Stage 1	LF	3,020	$1.45	$4,379	$0	$4,379
20	Rock Check Dam	EA	5	$900.00	$4,500	$0	$4,500
21	Stone Overthrow Structure	EA	8	$220.00	$1,760	$0	$1,760
22	Curlex & Seed	SY	10,017	$1.50	$15,026	$0	$15,026
23	SWPPP Maintenance	MO	3	$1,700.00	$5,100	$0	$5,100
24	Mobilization	LS	1	$17,000.00	$17,000	$0	$17,000
25	Performance & Payment Bonds for 100% of Contract Amount	LS	1	$13,865.00	$13,865	$0	$13,865
26	Retaining Walls	LS	1	$153,526.80	$153,527	$0	$153,527
27	Excacavation, Unclassified (On-Site Borrow)	CY	20,000	$2.80	$56,000	$0	$56,000
				TOTAL:	**$903,541**	**$0**	**$903,541**

B. ONSITE PAVING							
ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT**	**PUBLIC**	**PRIVATE**
1	6-Inch Reinforced 4,000 PSI Concrete Pavement w/ 6-inch mountable curb	SY	40,126	$34.21	$1,372,710	$1,372,710	$0
2	7-Inch Reinforced 4,000 PSI Concrete Pavement w/ 6-inch curb	SY	6,490	$36.44	$236,496	$236,496	$0
3	6" Lime-Stabilized Subgrade	SY	49,550	$2.44	$120,902	$120,902	$0
4	Lime (6" at 36 lb/yd)	TN	867	$162.11	$140,549	$140,549	$0
5	Connect to Existing Pavement	EA	2	$417.26	$835	$835	$0
6	Demo Existing 97 SY Pavement & 98 LF Curb (Austin Ave)	LS	1	$2,699.15	$2,699	$2,699	$0
7	6-inch Concrete Curb & Gutter (Austin Ave Knuckle)	LF	65	$26.45	$1,719	$1,719	$0
8	Remove Type III Barricade	EA	1	$174.02	$174	$174	$0
9	SWPPP Maintenance for Duration of Construction	MO	4	$3,400.00	$13,600	$13,600	$0
10	Type III Barricade	EA	4	$1,059.30	$4,237	$4,237	$0
11	Concrete Header	EA	4	$281.95	$1,128	$1,128	$0
12	4-Inch Thick Concrete Sidewalk (4-Ft Wide)	SY	395	$47.71	$18,845	$18,845	$0
13	4-Inch Thick Concrete Sidewalk (5-Ft Wide)	SY	1,620	$46.72	$75,686	$75,686	$0
14	4-Inch Thick Concrete Trail Sidewalk (6-Ft Wide)	SY	2,860	$56.12	$160,503	$160,503	$0
15	Site Preparation (Trail Sidewalk)	AC	0.25	$24,000.00	$6,000	$6,000	$0
16	Barrier Free Ramps	EA	46	$1,616.84	$74,375	$74,375	$0
17	4" Concrete Pavement Mailbox Cluster Pad	SY	46	$114.44	$5,264	$5,264	$0
18	Stop Sign	EA	22	$283.55	$6,238	$6,238	$0
19	Street Sign Name Blades	EA	56	$283.55	$15,879	$15,879	$0
20	Speed Limit Sign (20 MPH)	EA	4	$283.55	$1,134	$1,134	$0
21	Sign Pole	EA	32	$856.00	$27,392	$27,392	$0
22	Mobilization	LS	1	$25,000.00	$25,000	$25,000	$0
23	Performance and Payment Bonds for 100% of Contract Amount	LS	1	$30,000.00	$30,000	$30,000	$0
24	2-Year Maintenance Bond for Sanitary Sewer, Drainage and Paving for 100% of Contract Amount (Bonded to LGI Homes)	LS	1	$1,500.00	$1,500	$1,500	$0
25	Topsoil, Curlex, & Seed	SY	10,000	$3.75	$37,500	$37,500	$0
				TOTAL:	**$2,380,366**	**$2,380,366**	**$0**

C. ONSITE WATER							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PUBLIC	PRIVATE
1	8-Inch SDR 21 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking, Bedding, & Backfill) CO1	LF	7,720	$23.00	$177,560	$0	$177,560
2	12-Inch SDR 21 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking, Bedding, & Backfill) CO1	LF	6,850	$38.75	$265,438	$0	$265,438
3	1-Inch Water Service Single Longlead, with Meter Box (Including 2" PVC sleeves for services under pavement)	EA	17	$725.00	$12,325	$0	$12,325
4	1.5-Inch Water Service Double Longlead, with Meter Box (Including 2" PVC sleeves for services under pavement)	EA	58	$1,150.00	$66,700	$0	$66,700
5	1-Inch Water Service Single Shortlead, with Meter Box CO1	EA	20	$475.00	$9,500	$0	$9,500
6	1.5-Inch Water Service Double Shortlead, with Meter Box CO1	EA	90	$900.00	$81,000	$0	$81,000
7	1-Inch Irrigation Service Single Shortlead, with Meter Box	EA	6	$475.00	$2,850	$0	$2,850
8	4" PVC Casing, Schedule 40, Conduit Sleeves CO1	LF	345	$10.00	$3,450	$0	$3,450
9	14" C905 PVC Encasement CO1	EA	820	$45.00	$36,900	$0	$36,900
10	18" C905 PVC Encasement	EA	420	$55.00	$23,100	$0	$23,100
11	Fire Hydrant Assembly, Complete in Place	EA	28	$3,650.00	$102,200	$0	$102,200
12	6-Inch Gate Valve and Box for Fire Hydrant, Complete in Place	EA	28	$800.00	$22,400	$0	$22,400
13	8-Inch Gate Valve and Box, Complete in Place	EA	50	$1,225.00	$61,250	$0	$61,250
14	12-Inch Gate Valve and Box, Complete in Place	EA	37	$2,150.00	$79,550	$0	$79,550
15	Connection to Existing 8" Water Main	EA	1	$500.00	$500	$0	$500
16	Connection to Existing 12" Water Main	EA	2	$750.00	$1,500	$0	$1,500
17	8" Restrained Plug	EA	6	$500.00	$3,000	$0	$3,000
18	12" Restrained Plug	EA	3	$750.00	$2,250	$0	$2,250
19	8" Automatic Flushing Valve	EA	3	$4,500.00	$13,500	$0	$13,500
20	12" Automatic Flushing Valve	EA	3	$4,700.00	$14,100	$0	$14,100
21	Remove & Install Existing 8" Automatic Flushing Valve (End of Waterline M)	EA	1	$3,500.00	$3,500	$0	$3,500
22	Blue Reflector Pavement Marker for Fire Hydrants	EA	28	$20.00	$560	$0	$560
23	Hydrostatic Testing and Chlorination	LF	15,275	$0.75	$11,456	$0	$11,456
24	Trench Safety	LF	15,275	$0.10	$1,528	$0	$1,528
24	2-Year Maintenance Bond for Water for 100% of Contract Amount (Bonded to Mountain Peak)	LS	1	$22,250.00	$22,250	$0	$22,250
				TOTAL:	$1,018,366	$0	$1,018,366

D. ONSITE SANITARY SEWER							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PUBLIC	PRIVATE
1	8-Inch SDR-26 PVC Pipe (8'-10' Deep)	LF	7,435	$25.00	$185,875	$185,875	$0
2	8-Inch SDR-26 PVC Pipe (10'-12' Deep)	LF	2,536	$27.25	$69,106	$69,106	$0
3	10-Inch SDR-26 PVC Pipe (8'-10' Deep)	LF	649	$30.00	$19,470	$19,470	$0
4	21 - Inch F679-PS115 Pipe (8'-10' Deep)	LF	652	$70.50	$45,966	$45,966	$0
5	21-Inch F679-PS115 Pipe (10'-12' Deep)	LF	754	$65.25	$49,199	$49,199	$0
6	21-Inch F679-PS115 Pipe (12'-14' Deep)	LF	639	$69.00	$44,091	$44,091	$0
7	Standard 4-Foot Diameter Manhole	EA	49	$5,375.00	$263,375	$263,375	$0
8	Standard 6-Foot Diameter Manhole	EA	11	$7,000.00	$77,000	$77,000	$0
9	6-Foot Diameter Type "S" Manhole	EA	1	$7,350.00	$7,350	$7,350	$0
10	6-Foot Diameter Doghouse Manhole	EA	1	$9,500.00	$9,500	$9,500	$0
11	Extra Depth on 4-Foot Diameter Manhole (including coating)	VF	196	$500.00	$98,000	$98,000	$0
12	Extra Depth on 6-Foot Diameter Manhole (including coating)	VF	70	$740.00	$51,430	$51,430	$0
13	Manhole Vacuum Testing	EA	62	$200.00	$12,400	$12,400	$0
14	4-Inch Sanitary Sewer Service, Complete in Place CO1	EA	81	$750.00	$60,750	$60,750	$0
15	6-Inch Dual Sanitary Sewer Service, Complete in Place CO1	EA	126	$1,150.00	$144,900	$144,900	$0
16	Post-CCTV Inspection	LF	12,665	$1.85	$23,430	$23,430	$0
17	Trench Safety	LF	12,665	$0.50	$6,333	$6,333	$0
18	4" Sanitary Sewer Service Installed into Casing	EA	2	$1,750.00	$3,500	$3,500	$0
19	9' of 8" C900DR-18 Encasement w/Spacers & End Seals	EA	2	$840.00	$1,680	$1,680	$0
20	6" Dual Sanitary Sewer Service Installed into Casing	EA	2	$2,200.00	$4,400	$4,400	$0
21	9' of 10" C900 DR-18 Encasement w/Spacers & End Seals	EA	2	$975.00	$1,950	$1,950	$0
22	25-Ft Wide Concrete Channel (Drain H)	LF	160	$190.00	$30,400	$30,400	$0
23	I&I Barrier	EA	62	$300.00	$18,600	$18,600	$0
24	6" Sanitary Sewer Cleanout at Street Stub-out	EA	2	$1,000.00	$2,000	$2,000	$0
25	Performance, Payment, and Maintenance Bond	LS	1	$36,000.00	$36,000	$36,000	$0
				TOTAL:	$1,266,704	$1,266,704	$0

E. ONSITE DRAINAGE							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PUBLIC	PRIVATE
1	18-Inch Reinforced Concrete Pipe, C76, Class III	LF	591	$47.50	$28,073	$28,073	$0
2	18-Inch Reinforced Concrete Pipe, C76, Class IV	LF	87	$49.50	$4,307	$4,307	$0
3	21-Inch Reinforced Concrete Pipe, C76, Class III	LF	150	$53.00	$7,950	$7,950	$0
4	21-Inch Reinforced Concrete Pipe, C76, Class IV	LF	78	$58.50	$4,563	$4,563	$0
5	24-Inch Reinforced Concrete Pipe, C76, Class III	LF	508	$62.50	$31,750	$31,750	$0
6	30-Inch Reinforced Concrete Pipe, C76, Class III	LF	572	$78.50	$44,902	$44,902	$0
7	36-Inch Reinforced Concrete Pipe, C76, Class III	LF	692	$104.75	$72,487	$72,487	$0
8	42-Inch Reinforced Concrete Pipe, C76, Class III	LF	988	$136.00	$134,368	$134,368	$0
9	48-Inch Reinforced Concrete Pipe, C76, Class III	LF	198	$161.00	$31,878	$31,878	$0
10	3-ft x 2-ft Reinforced Concrete Box	LF	164	$143.00	$23,452	$23,452	$0
11	5-ft x 3-ft Reinforced Concrete Box	LF	1,071	$224.50	$240,440	$240,440	$0
12	5-ft x 4-ft Reinforced Concrete Box	LF	654	$246.25	$161,048	$161,048	$0
13	6-ft x 3-ft Reinforced Concrete Box	LF	220	$285.50	$62,810	$62,810	$0
14	6-ft x 4-ft Reinforced Concrete Box	LF	251	$310.25	$77,873	$77,873	$0
15	7-ft x 3-ft Reinforced Concrete Box	LF	114	$349.50	$39,843	$39,843	$0
16	Standard 8-Foot Curb Inlet	EA	26	$3,850.00	$100,100	$100,100	$0
17	Standard 10-Foot Curb Inlet	EA	12	$3,850.00	$46,200	$46,200	$0
18	4-Ft x 4-Ft Drop Inlet, Complete in Place	EA	3	$3,650.00	$10,950	$10,950	$0
19	4-Ft x 4-Ft Manhole/Junction Box, Complete in Place	EA	1	$4,350.00	$4,350	$4,350	$0
20	5-Ft x 5-Ft Manhole/Junction Box, Complete in Place	EA	6	$4,875.00	$29,250	$29,250	$0
21	6-Ft x 6-Ft Manhole/Junction Box, Complete in Place	EA	1	$6,475.00	$6,475	$6,475	$0
22	7-Ft x 7-Ft Manhole/Junction Box, Complete in Place	EA	5	$7,500.00	$37,500	$37,500	$0
23	8-Ft x 8-Ft Manhole/Junction Box, Complete in Place	EA	3	$10,500.00	$31,500	$31,500	$0
24	Headwall w/ Flared Wingwalls for 1-6'x3' Box (TXDOT Detail: FW-0), Include Concrete Apron (Storm Drain A)	EA	1	$7,600.00	$7,600	$7,600	$0
25	Headwall w/ Flared Wingwalls for 1-6'x3' Box (TXDOT Detail: FW-S), Include Concrete Apron (Storm Drain A)	EA	1	$7,600.00	$7,600	$7,600	$0
26	Headwall w/ Parallel Wingwalls for 1-5'x3' Box (TXDOT Detail: PW-1), Include Concrete Apron (Storm Drain B)	EA	1	$5,700.00	$5,700	$5,700	$0
27	Saftey End Treatment for 1-18" Pipe (TXDOT Detail: P-CD)	EA	2	$1,950.00	$3,900	$3,900	$0
28	Saftey End Treatment for 1-21" Pipe (TXDOT Detail: P-CD)	EA	2	$2,150.00	$4,300	$4,300	$0
29	Headwall w/ Parallel Wingwalls for 1-6'x3' Box (TXDOT Detail: PW-1), Include Concrete Apron (Storm Drain D)	EA	1	$10,450.00	$10,450	$10,450	$0
30	Headwall w/ Parallel Wingwalls for 1-42" Pipe (TXDOT Detail: PW-0), Include Concrete Apron (Storm Drain D)	EA	1	$7,125.00	$7,125	$7,125	$0
31	Headwall w/ Parallel Wingwalls for 1-36" Pipe (TXDOT Detail: PW-1), Include Concrete Apron (Storm Drain D)	EA	1	$7,125.00	$7,125	$7,125	$0
32	Headwall w/ Parallel Wingwalls for 1-6'x4' Box (TXDOT Detail: CH PW-1), Include Concrete Apron (Storm Drain E)	EA	1	$13,300.00	$13,300	$13,300	$0
33	Headwall w/ Parallel Wingwalls for 2-3'x2' RCB (TXDOT Detail: PW-1), Include Concrete Apron (Storm Drain G)	EA	2	$4,275.00	$8,550	$8,550	$0
34	Headwall w/ Parallel Wingwalls for 1-36" Pipe (TXDOT Detail: CH PW-0), Include Concrete Apron (Storm Drain G)	EA	1	$5,700.00	$5,700	$5,700	$0
35	Headwall w/ Parallel Wingwalls for 3-7'x3' RCB (TXDOT Detail: PW-1), Include Concrete Apron (Storm Drain H)	EA	2	$9,975.00	$19,950	$19,950	$0
36	5-Inch Deep, 2 Foot Wide Concrete Flume CO1	LF	2,853	$12.00	$34,236	$34,236	$0
37	4"-Inch Thick Grouted Riprap, Type "A"	SY	640	$75.00	$48,000	$48,000	$0
38	6"-Inch Thick Grouted Riprap, Type "A"	SY	75	$80.00	$6,000	$6,000	$0
39	8"-Inch Thick Grouted Riprap, Type "A"	SY	180	$85.00	$15,300	$15,300	$0
40	12"-Inch Thick Grouted Riprap, Type "A"	SY	477	$95.00	$45,315	$45,315	$0
41	18"-Inch Thick Grouted Riprap, Type "A"	SY	200	$110.00	$22,000	$22,000	$0
42	Post-CCTV Inspection	LF	6,387	$2.00	$12,774	$12,774	$0
43	Trench Safety	LF	6,387	$0.50	$3,194	$3,194	$0
44	42" Class III RCP	LF	32	$183.00	$5,856	$5,856	$0
45	42" TxDOT PW-0 Headwall	EA	2	$17,100.00	$34,200	$34,200	$0
46	6" Thick Grouted Type "A" Riprap	SY	150	$80.00	$12,000	$12,000	$0
47	4'x2' RCB	LF	24	$231.00	$5,544	$5,544	$0
48	4'x2' TxDOT PW-1 Headwall	EA	2	$5,850.00	$11,700	$11,700	$0
49	PR1 Pedestrian Rail	LF	120	$125.00	$15,000	$15,000	$0
50	Mobilization and Bonding	LS	1	$56,000.00	$56,000	$56,000	$0
51	Storm Drain Inlet Protection	EA	41	$200.00	$8,200	$8,200	$0
52	Topsoil, Curlex & Seed	SY	10,000	$1.25	$12,500	$12,500	$0
53	Broadcast Seeding	SY	2,000	$0.25	$500	$500	$0
54	SWPPP Maintenance for Duration of Construction	MO	6	$1,000.00	$6,000	$6,000	$0
55	7' 2" Bore Under Austin Avenue	EA	1	$3,500.00	$3,500	$3,500	$0
56	Watering for Seeded Areas to Achieve 85% Vegetation	SY	12,000	$0.50	$6,000	$6,000	$0
57	Remove and Replace Existing Fence North of CR 502	LF	130	$12.00	$1,560	$1,560	$0
				TOTAL:	**$1,698,745**	**$1,698,745**	**$0**

F. LIFT STATION & FORCE MAIN IMPROVEMENTS							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PUBLIC	PRIVATE
1	Clearing and Grubbing	LS	1	$15,000.00	$15,000	$15,000	$0
2	12-Inch C900 DR-18 PVC WW Pipe	LF	6,500	$38.00	$247,000	$247,000	$0
3	16-Inch HDPE Pipe	LF	125	$147.00	$18,375	$18,375	$0
4	24-Inch Steel Encasement Pipe	LF	700	$423.00	$296,100	$296,100	$0
5	2-Inch 314 SS Vent Pipe; Size 16 SS Mesh Covering, Secured on Surface by 1'x1' Concrete Pad	EA	2	$2,900.00	$5,800	$5,800	$0
6	2-Inch Air Release / Vacuum Valve Including Manhole	EA	2	$18,300.00	$36,600	$36,600	$0
7	12-Inch WW Plug Valve	EA	400.0%	$6,700.00	$26,800	$26,800	$0
8	Trench Safety	LF	6,000	$1.48	$8,880	$8,880	$0
9	Seeding/Hydromulch	LS	1	$18,675.50	$18,676	$18,676	$0
10	Erosion Control Maintenance	MO	6	$4,460.00	$26,760	$26,760	$0
11	Submersible Pumps and Accessories	EA	3	$73,700.00	$221,100	$221,100	$0
12	Electrical Work	LS	1	$137,100.00	$137,100	$137,100	$0
13	Bypass Pumping During Construction Period	LS	1	$48,600.00	$48,600	$48,600	$0
14	6' Dia. Metering Manhole	EA	2	$7,300.00	$14,600	$14,600	$0
15	5' Dia. Bypass Manhole Including 8" Plug Valve, Access Hatch, 4" PVC Drain with P-Trap and Flap Valve, and Piping Appurtenances	EA	1	$21,200.00	$21,200	$21,200	$0
16	Valve Vault Piping and Appurtenances	LS	1	$57,450.00	$57,450	$57,450	$0
17	Pavement Removal and Replacement (8" Concrete w/ 6" Curb, #4 Bars 18" O.C.E.W)	SY	111	$209.00	$23,199	$23,199	$0
18	Sidewalk Removal and Replacement (5-ft Wide Concrete, 4" Thick w/ #3 Bars 18" O.C.E.W.)	SY	9	$195.00	$1,658	$1,658	$0
19	BSNF Flaggers (Per BNSF Utility Guide)	LS	1	$7,300.00	$7,300	$7,300	$0
20	Bore Extension for Force Main (TXDOT)	LS	1	$8,443.29	$8,443	$8,443	$0
21	Performance and Payment Bonds for 100% of the Contract Amount	LS	1	$9,000.00	$9,000	$9,000	$0
22	2-Year Maintenance Bond	LS	1	$9,000.00	$9,000	$9,000	$0
23	HERITIAGE HILL PRO-RATA DEDUCT (34%)	%	-34%	$1,258,640.29	-$427,938	-$427,938	$0
				TOTAL:	**$830,703**	**$830,703**	**$0**

G. REGIONAL PAVING IMPROVEMENTS							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PUBLIC	PRIVATE
1	6-Inch Reinforced 4,000 PSI Concrete Pavement	SY	7,410	$33.61	$249,050	$249,050	$0
2	6" Lime-Stabilized Subgrade	SY	7,950	$3.05	$24,248	$24,248	$0
3	Lime (6" at 36 lb/yd)	TN	139	$178.16	$24,764	$24,764	$0
4	2" Type C Asphalt CO1	SY	545	$26.68	$14,541	$14,541	$0
5	6" Thick Flexible Base CO1	SY	545	$16.39	$8,933	$8,933	$0
6	6" Thick Flexible Base Driveway	SY	186	$20.53	$3,819	$3,819	$0
7	16-Foot Tube Gates	EA	2	$1,350.00	$2,700	$2,700	$0
8	Temporary Traffic Control	LS	1	$5,000.00	$5,000	$5,000	$0
9	Mobilization (Construction of CR 502 prior to subdivision)	LS	1	$15,000.00	$15,000	$15,000	$0
10	Place/Compact Dirt Brought to Subgrade by Others	DAY	2	$2,392.50	$4,785	$4,785	$0
11	Mill & Overlay Existing Asphalt Pavement (4-Inch Thick HMAC, Type D), Including Tack Coating	SY	770	$47.30	$36,421	$36,421	$0
12	9" Flexible Pavement (Type A, Grade 1)	SY	230	$77.31	$17,781	$17,781	$0
13	Prime (MC-30) Coat (Or Approved Equal)	SY	230	$3.75	$863	$863	$0
14	4" HMAC Surface Type "D"	SY	230	$49.17	$11,309	$11,309	$0
15	Word "ONLY" Std. Pavement Marking	EA	2	$267.50	$535	$535	$0
16	Right White Arrow Std. Pavement Marking	EA	2	$230.05	$460	$460	$0
17	4" Solid Double Yellow Line	LF	320	$2.46	$787	$787	$0
18	8" Solid White Line	LF	185	$2.46	$455	$455	$0
19	24" Solid White Stop Line	LF	28	$15.25	$427	$427	$0
20	Embankment	CY	85	$51.33	$4,363	$4,363	$0
21	Sawcut, Remove and Dispose of Existing HMAC & Flexible Base	SY	36	$46.30	$1,667	$1,667	$0
22	Demo Existing Headwall & 18" RCP to Nearest Joint	LS	1	$848.18	$848	$848	$0
23	18-Inch Reinforced Concrete Pipe, C76, Class III, All Depths, Complete In Place	LF	10	$128.67	$1,287	$1,287	$0
24	Saftey End Treatment for 1-18" Pipe (TXDOT Detail SETP-PD)	EA	1	$1,739.20	$1,739	$1,739	$0
25	Mobilization	LS	1	$8,000.00	$8,000	$8,000	$0
26	Site Preparation	AC	0	$25,000.00	$6,250	$6,250	$0
27	Silt Fence	LF	300	$2.00	$600	$600	$0
28	Baled Hay	EA	1	$75.00	$75	$75	$0
29	Curlex & Seed (Final Payment Contingent upon 85% vegetation establishment)	SY	500	$6.00	$3,000	$3,000	$0
30	25-FT Grade to Drain	LS	1	$1,250.00	$1,250	$1,250	$0
31	2-Year Maintenance Bond for Paving and Drainage for 100% of Contract Amount (Bonded to City of Midlothian)	LS	1	$3,000.00	$3,000	$3,000	$0
32	Traffic Control	LS	1	$5,000.00	$5,000	$5,000	$0
				TOTAL:	**$458,956**	**$458,956**	**$0**

H. AMENITIES (PARK)							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PUBLIC	PRIVATE
1	Permits	LS	1	$850.00	$850	$0	$850
2	Site Facilities	LS	1	$600.00	$600	$0	$600
3	Demo and Concrete Removal	LS	1	$8,640.00	$8,640	$0	$8,640
4	Clearing and Grubbing	LS	1	$6,000.00	$6,000	$0	$6,000
5	Mass Grading	LS	1	$9,000.00	$9,000	$0	$9,000
6	Relocate Existing Utilities (Water Meters)	LS	1	$1,800.00	$1,800	$0	$1,800
7	2" Water Service	LS	1	$20,646.00	$20,646	$0	$20,646
8	6" Sanitary Sewer Line	LS	1	$20,680.00	$20,680	$0	$20,680
9	Splash Pad w/ All Equipment	LS	1	$361,688.00	$361,688	$0	$361,688
10	Electrical Service	LS	1	$41,460.00	$41,460	$0	$41,460
11	6" Thick 4,000 PSI Parking Lot Paving w/ 6" Flexbase & #4 rebar OC	SF	12,012	$8.00	$96,096	$0	$96,096
12	5'-0" Width Concrete Sidewalk	SF	7,767	$5.65	$43,884	$0	$43,884
13	Barrier Free Ramp	EA	7	$1,200.00	$8,400	$0	$8,400
14	Parking Lot Striping and Signage	LS	1	$1,080.00	$1,080	$0	$1,080
15	Concrete Seat Walls	LF	93	$150.00	$13,950	$0	$13,950
16	6' Ht. Wooden Fence & Gate Around pool equipment	LF	90	$43.00	$3,870	$0	$3,870
17	Landscaping	LS	1	$23,928.00	$23,928	$0	$23,928
18	Irrigation System Adjustments	LS	1	$22,200.00	$22,200	$0	$22,200
				TOTAL:	$684,772	$0	$684,772

SUMMARY OF IMPROVEMENTS		PHASE 8		
		TOTAL COST	REGIONAL PUBLIC	PRIVATE
A.	ONSITE EARTHWORK	$903,541	$0	$903,541
B.	ONSITE PAVING	$2,380,366	$2,380,366	$0
C.	ONSITE WATER	$1,018,366	$0	$1,018,366
D.	ONSITE SANITARY SEWER	$1,266,704	$1,266,704	$0
E.	ONSITE DRAINAGE	$1,698,745	$1,698,745	$0
F.	LIFT STATION & FORCE MAIN IMPROVEMENTS	$830,703	$830,703	$0
G.	REGIONAL PAVING IMPROVEMENTS	$458,956	$458,956	$0
H.	AMENITIES (PARK)	$684,772	$0	$684,772
	TOTAL IMPROVEMENTS:	$9,242,153	$6,635,474	$2,606,679
CONTINGENCY		$184,843	$132,709	$52,134
ENGINEERING AND SURVEY		$1,638,408	$1,176,308	$462,100
INSPECTION, TESTING, AND PERMITTING FEES		$456,212	$327,541	$128,671
	TOTAL SOFT COST:	$2,279,463	$1,636,558	$642,905
	GRAND TOTAL:	$11,521,616	$8,272,032	$3,249,584
			TOTAL PUBLIC:	$8,272,032
			TOTAL PRIVATE:	$3,249,584
			TOTAL:	$11,521,616

PATRIOT ESTATES, PHASE 9

Opinion of Probable Cost
8/14/2021

Prepared By:
Pape-Dawson Engineers, Inc.
5810 Tennyson Parkway, Suite 425
Plano, Texas 75024
214-420-8494

COST ANALYSIS:		PHASE 9 Lots = 320					
A. ONSITE EARTHWORK							
ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT**	**PUBLIC**	**PRIVATE**
1	Site Preparation	AC	66	$716.00	$47,256	$0	$47,256
2	Excavation, Unclassified	CY	99,000	$2.29	$226,710	$0	$226,710
3	Rough Lot Grading	EA	320	$150.00	$48,000	$0	$48,000
4	Final Lot Grading	EA	320	$100.00	$32,000	$0	$32,000
5	Final Grading of Open Spaces	LS	1	$100.00	$100	$0	$100
6	Embankment (Place Utility Spoils)	CY	15,000	$3.25	$48,750	$0	$48,750
7	Demo Existing Concrete Flumes	LF	2,005	$3.75	$7,519	$0	$7,519
8	Silt Fence - Stage 1	LF	5,230	$1.45	$7,584	$0	$7,584
9	Silt Fence - Stage 2	LF	26,185	$1.45	$37,968	$0	$37,968
10	Straw Wattle	EA	10	$100.00	$1,000	$0	$1,000
11	Stabilized Constrution Entrance	EA	1	$2,700.00	$2,700	$0	$2,700
12	Erosion Control Blanket	SY	13,600	$1.50	$20,400	$0	$20,400
13	Seeding Turfgrass (General)	SY	13,600	$0.25	$3,400	$0	$3,400
14	SWPPP Maintenance	MO	3	$925.00	$2,775	$0	$2,775
15	Mobilization	LS	1	$12,500.00	$12,500	$0	$12,500
16	Mobilization (CR 502)	LS	1	$5,000.00	$5,000	$0	$5,000
17	Performance & Payment Bonds for 100% of Contract Amount	LS	1	$10,755.00	$10,755	$0	$10,755
18	Retaining Walls	LS	1	$599,870.00	$599,870	$0	$599,870
				TOTAL:	**$1,114,287**	**$0**	**$1,114,287**

B. ONSITE PAVING							
ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT**	**PUBLIC**	**PRIVATE**
1	6-Inch Reinforced 4,000 PSI Concrete Pavement w/ 6-inch Monolithic Curb	SY	39,725	$33.29	$1,322,445	$1,322,445	$0
2	6" Lime-Stabilized Subgrade	SY	42,198	$2.66	$112,247	$112,247	$0
3	Lime	TON	761	$161.94	$123,236	$123,236	$0
4	4-Inch Thick Concrete Sidewalk	SY	933	$48.80	$45,530	$45,530	$0
5	Barrier Free Ramps	EA	34	$1,660.90	$56,471	$56,471	$0
6	Type III Barricade	EA	2	$1,074.15	$2,148	$2,148	$0
7	4" Concrete Pavement Mailbox Cluster Pad	SY	46	$83.09	$3,822	$3,822	$0
8	Stop Sign	EA	17	$244.13	$4,150	$4,150	$0
9	Street Sign Name Blades	EA	34	$244.13	$8,300	$8,300	$0
10	Sign Pole	EA	17	$868.00	$14,756	$14,756	$0
11	Connect to Existing Pavement	EA	8	$243.03	$1,944	$1,944	$0
12	Blue Reflector Pavement Marker for Fire Hydrants	EA	19.00	$37.16	$706	$706	$0
13	Remove Type III Barricade	EA	5	$201.68	$1,008	$1,008	$0
14	SWPPP Maintenance for Duration of Construction	MO	4	$2,625.00	$10,500	$10,500	$0
15	Mobilization	LS	1	$13,200.00	$13,200	$13,200	$0
16	Performance and Payment Bonds for 100% of Contract Amount	LS	1	$18,250.00	$18,250	$18,250	$0
17	2-Year Maintenance Bond Paving for 100% of Contract Amount	LS	1	$1,200.00	$1,200	$1,200	$0
				TOTAL:	**$1,739,915**	**$1,739,915**	**$0**

C. ONSITE WATER							
ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT**	**PUBLIC**	**PRIVATE**
1	8-Inch ASTM F1483 SDR-21 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking, Bedding, & Backfill)	LF	8,976	$22.70	$203,755	$0	$203,755
2	12-Inch ASTM F1483 SDR-21 PVC Water Pipe, Complete in Place (Including Fittings, Pipe, Restraints, Thrust Blocking, Bedding, & Backfill)	LF	3,783	$35.04	$132,556	$0	$132,556
3	1-Inch Water Service Single Longlead, with Meter Box (Including 2" PVC sleeves for services under pavement)	EA	20	$689.94	$13,799	$0	$13,799
4	1.5-Inch Water Service Double Longlead, with Meter Box (Including 2" PVC sleeves for services under pavement)	EA	66	$1,040.35	$68,663	$0	$68,663
5	1-Inch Water Service Single Shortlead, with Meter Box	EA	14	$616.42	$8,630	$0	$8,630
6	1.5-Inch Water Service Double Shortlead, with Meter Box	EA	77	$982.60	$75,660	$0	$75,660
7	1-Inch Irrigation Service Single Shortlead, with Meter Box	EA	7	$728.62	$5,100	$0	$5,100
8	14" C905 PVC Encasement	EA	564	$66.40	$37,450	$0	$37,450
9	18" C905 PVC Encasement	EA	390	$82.30	$32,097	$0	$32,097
10	Fire Hydrant Assembly, Complete in Place	EA	19	$2,869.18	$54,514	$0	$54,514
11	6-Inch Gate Valve and Box, Complete in Place	EA	19	$654.74	$12,440	$0	$12,440
12	8-Inch Gate Valve and Box, Complete in Place	EA	39	$1,129.66	$44,057	$0	$44,057
13	12-Inch Gate Valve and Box, Complete in Place	EA	22	$2,099.91	$46,198	$0	$46,198
14	Connection to Existing 8" Water Main	EA	3	$302.87	$909	$0	$909
15	Connection to Existing 12" Water Main	EA	2	$472.73	$945	$0	$945
16	Hydrostatic Testing and Chlorination	LF	12,759	$1.66	$21,180	$0	$21,180
17	Trench Safety	LF	12,759	$0.12	$1,531	$0	$1,531
18	Performance and Payment Bonds for 100% of Contract Amount	LS	1	$8,300.00	$8,300	$0	$8,300
19	Maintenance Bond, 1-Year, 100% of Contract Amount to Mountain Peak (Water)	LS	1	$1,908.33	$1,908	$0	$1,908
				TOTAL:	**$769,693**	**$0**	**$769,693**

D. ONSITE SANITARY SEWER							
ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**AMOUNT**	**PUBLIC**	**PRIVATE**
1	8-Inch SDR-26 PVC Pipe	LF	11,013	$35.83	$394,596	$394,596	$0
2	8-Inch SDR-26 PVC Pipe w/ CSS backfill	LF	320	$70.19	$22,461	$22,461	$0
3	10-Inch SDR-26 PVC Pipe	LF	92	$42.52	$3,912	$3,912	$0
4	Standard 4-Foot Diameter Manhole	EA	42	$2,908.72	$122,166	$122,166	$0
5	Standard 5-Foot Diameter Manhole	EA	5	$4,523.02	$22,615	$22,615	$0
6	Standard 5-Foot Diameter Manhole w/ External Drop	EA	6	$5,351.77	$32,111	$32,111	$0
7	Connect to Existing Manhole	EA	4	$1,219.62	$4,878	$4,878	$0
8	Extra Depth on 4-Foot Diameter Manhole (including coating)	VF	46	$1,100.72	$50,633	$50,633	$0
9	Extra Depth on 5-Foot Diameter Manhole (including coating)	VF	105	$428.41	$44,983	$44,983	$0
10	Manhole Vacuum Testing	EA	53	$110.50	$5,857	$5,857	$0
11	4-Inch Sanitary Sewer Service, Complete in Place	EA	32	$900.00	$28,800	$28,800	$0
12	6-Inch Dual Sanitary Sewer Service, Complete in Place	EA	144	$1,120.00	$161,280	$161,280	$0
13	Open Cut, Remove and Replace CR 502 Gravel Pavement	LS	1	$28,497.55	$28,498	$28,498	$0
14	Post-CCTV Inspection	LF	11,333	$1.96	$22,213	$22,213	$0
15	Trench Safety	LF	11,333	$0.13	$1,473	$1,473	$0
16	Performance and Payment Bonds for 100% of Contract Amount	LS	1	$10,000.00	$10,000	$10,000	$0
17	Maintenance Bond, 2-Year, 100% of Contract Amount to LGI Homes (Sewer, Drainage, Paving)	LS	1	$1,500.00	$1,500	$1,500	$0
				TOTAL:	**$957,975**	**$957,975**	**$0**

E. ONSITE DRAINAGE							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PUBLIC	PRIVATE
1	18-Inch Reinforced Concrete Pipe, C76, Class IV, All Depths, Complete In Place	LF	71	$63.79	$4,529	$4,529	$0
2	21-Inch Reinforced Concrete Pipe, C76, Class III, All Depths, Complete In Place	LF	456	$66.81	$30,465	$30,465	$0
3	24-Inch Reinforced Concrete Pipe, C76, Class III, All Depths, Complete In Place	LF	1,187	$77.31	$91,767	$91,767	$0
4	24-Inch Reinforced Concrete Pipe, C76, Class IV, All Depths, Complete In Place	LF	135	$86.68	$11,702	$11,702	$0
5	30-Inch Reinforced Concrete Pipe, C76, Class III, All Depths, Complete In Place	LF	1,088	$98.53	$107,201	$107,201	$0
6	36-Inch Reinforced Concrete Pipe, C76, Class III, All Depths, Complete In Place	LF	841	$125.79	$105,789	$105,789	$0
7	42-Inch Reinforced Concrete Pipe, C76, Class III, All Depths, Complete In Place	LF	753	$158.14	$119,079	$119,079	$0
8	3-ft x 2-ft Reinforced Concrete Box, All Depths, Complete in Place	LF	73	$201.31	$14,696	$14,696	$0
9	5-ft x 2-ft Reinforced Concrete Box, All Depths, Complete in Place	LF	52	$285.64	$14,853	$14,853	$0
10	3-ft x 3-ft Reinforced Concrete Box, All Depths, Complete in Place	LF	228	$206.51	$47,084	$47,084	$0
11	4-ft x 3-ft Reinforced Concrete Box, All Depths, Complete in Place	LF	250	$249.58	$62,395	$62,395	$0
12	6-ft x 4-ft Reinforced Concrete Box, All Depths, Complete in Place	LF	518	$393.63	$203,900	$203,900	$0
13	8-ft x 4-ft Reinforced Concrete Box, All Depths, Complete in Place	LF	54	$511.71	$27,632	$27,632	$0
14	4-Ft x 4-Ft Manhole/Junction Box, Complete in Place	EA	1	$4,579.17	$4,579	$4,579	$0
15	5-Ft x 5-Ft Manhole/Junction Box, Complete in Place	EA	3	$5,009.77	$15,029	$15,029	$0
16	6-Ft x 6-Ft Manhole/Junction Box, Complete in Place	EA	1	$5,550.87	$5,551	$5,551	$0
17	7-Ft x 4-Ft Manhole/Junction Box, Complete in Place (Including Design)	EA	1	$5,567.09	$5,567	$5,567	$0
18	5-Ft x 10-Ft Manhole/Junction Box, Complete in Place (Including Design)	EA	1	$5,931.04	$5,931	$5,931	$0
19	8-Ft x 8-Ft Manhole/Junction Box, Complete in Place (Including Design)	EA	2	$6,080.56	$12,161	$12,161	$0
20	3-ft x 3-ft Area Inlet	EA	2	$3,181.70	$6,363	$6,363	$0
21	Standard 10-Foot Curb Inlet	EA	38	$3,467.59	$131,768	$131,768	$0
22	Connect to Existing 6-ft x 4-ft RCB	EA	1	$958.54	$959	$959	$0
23	Connect to Existing 4x4 Area Inlet, Reconstruct & Raise Inlet Top	EA	1	$2,063.54	$2,064	$2,064	$0
24	Demo Existing Area Inlet and Connect to Existing 24-Inch RCP	EA	1	$1,207.16	$1,207	$1,207	$0
25	18-Inch TxDOT SET Headwall, 1 Pipe	EA	2	$2,404.68	$4,809	$4,809	$0
26	3-ft x 2-ft Headwall	EA	1	$2,791.43	$2,791	$2,791	$0
27	5-ft x 2-ft Headwall	EA	1	$3,841.18	$3,841	$3,841	$0
28	8-ft x 4-ft Headwall	EA	1	$8,482.18	$8,482	$8,482	$0
29	4-ft Concrete Pilot Channel	LF	240	$53.04	$12,730	$12,730	$0
30	18-Inch Thick Grouted Riprap, Type "A"	SY	165	$127.76	$21,080	$21,080	$0
31	Storm Drain Inlet Protection	EA	41	$359.13	$14,724	$14,724	$0
32	Post-CCTV Inspection	LF	5,706	$3.52	$20,085	$20,085	$0
33	Trench Safety	LF	5,706	$0.12	$685	$685	$0
34	SWPPP Maintenance	LS	1	$12,500.00	$12,500	$12,500	$0
35	Performance and Payment Bonds for 100% of Contract Amount	LS	1	$12,666.00	$12,666	$12,666	$0
36	Maintenance Bond, 2-Year, 100% of Contract Amount to LGI Homes (Sewer, Drainage, Paving)	LS	1	$2,317.00	$2,317	$2,317	$0
				TOTAL:	**$1,148,985**	**$1,148,985**	**$0**

F. LIFT STATION & FORCE MAIN IMPROVEMENTS							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PUBLIC	PRIVATE
N/A	SHOWN IN PHASE 8 COSTS	N/A	1	$0.00	$0	$0	$0
				TOTAL:	**$0**	**$0**	**$0**

G. REGIONAL PAVING IMPROVEMENTS							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PUBLIC	PRIVATE
1	8-Inch Reinforced 4,000 PSI Concrete Pavement	SY	4,877	$40.53	$197,665	$197,665	$0
2	6" Lime-Stabilized Subgrade	SY	5,200	$2.66	$13,832	$13,832	$0
3	Lime	TN	92	$161.94	$14,898	$14,898	$0
4	Asphalt Transition from CR-502 to CR-620 (Per Addendum)	SY	112	$163.84	$18,350	$18,350	$0
5	Mill Existing CR-620 and Overlay with 4-Inch Thick HMAC, Include Tack Coat	SY	3,324	$49.80	$165,535	$165,535	$0
6	Traffic Control (CR 502)	LS	1	$3,250.00	$3,250	$3,250	$0
7	Traffic Control (CR 620)	LS	1	$6,500.00	$6,500	$6,500	$0
8	Mobilization	LS	1	$3,300.00	$3,300	$3,300	$0
9	Performance and Payment Bonds for 100% of Contract Amount	LS	1	$5,000.00	$5,000	$5,000	$0
10	2-Year Maintenance Bond Paving for 100% of Contract Amount	LS	1	$300.00	$300	$300	$0
				TOTAL:	**$428,631**	**$428,631**	**$0**

H. AMENITIES (PARK)							
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PUBLIC	PRIVATE
N/A	SHOWN IN PHASE 8 COSTS	N/A	1	$0.00	$0	$0	$0
				TOTAL:	$0	$0	$0

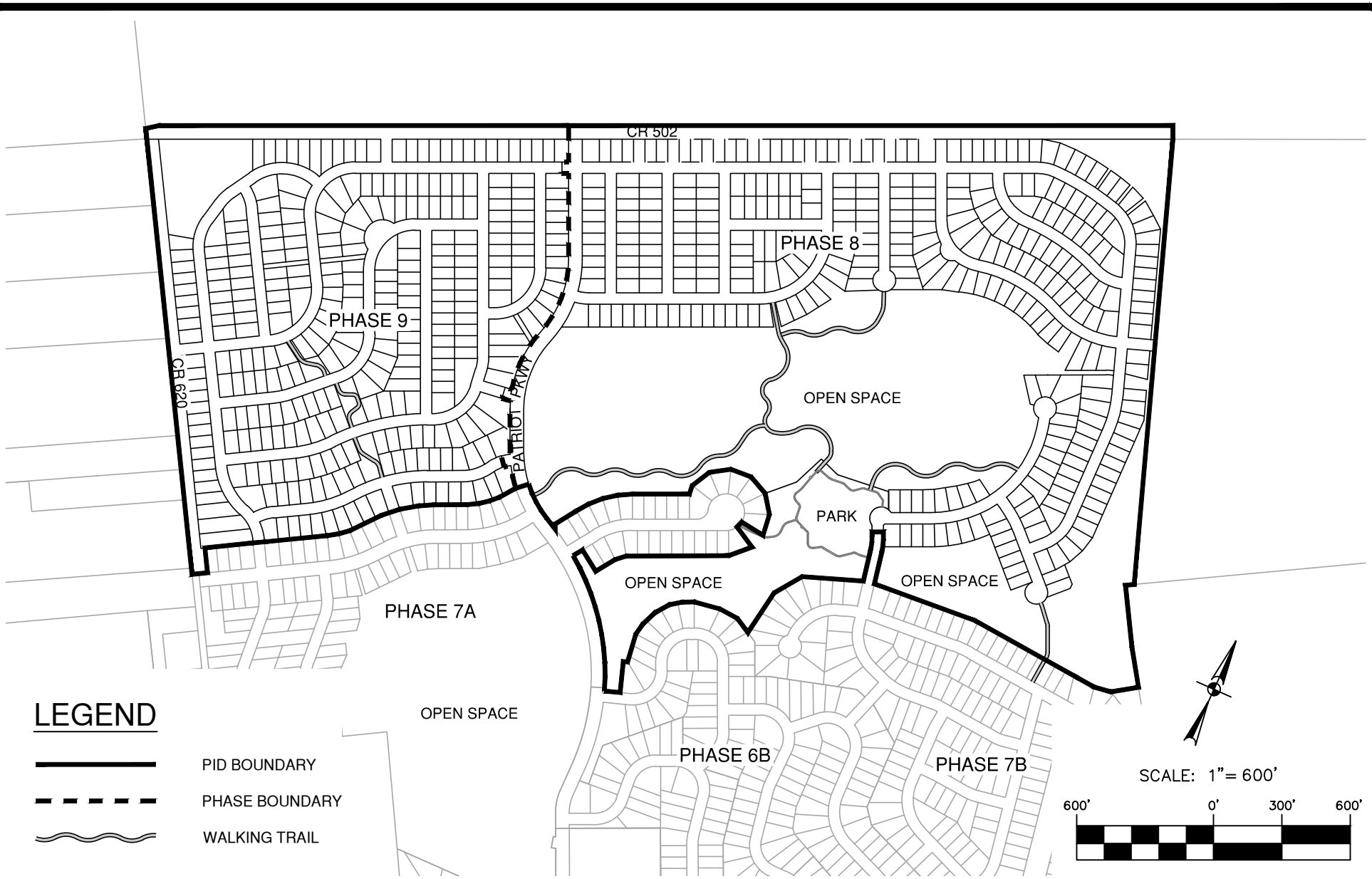
SUMMARY OF IMPROVEMENTS		PHASE 9			
		TOTAL COST		PUBLIC	PRIVATE
A.	ONSITE EARTHWORK		$1,114,287	$0	$1,114,287
B.	ONSITE PAVING		$1,739,915	$1,739,915	$0
C.	ONSITE WATER		$769,693	$0	$769,693
D.	ONSITE SANITARY SEWER		$957,975	$957,975	$0
E.	ONSITE DRAINAGE		$1,148,985	$1,148,985	$0
F.	LIFT STATION & FORCE MAIN IMPROVEMENTS		$0	$0	$0
G.	REGIONAL PAVING IMPROVEMENTS		$428,631	$428,631	$0
H.	AMENITIES (PARK)		$0	$0	$0
		TOTAL IMPROVEMENTS:	$6,159,485	$4,275,505	$1,883,980
CONTINGENCY			$307,974	$213,775	$94,199
ENGINEERING AND SURVEY			$1,072,625	$744,545	$328,080
INSPECTION, TESTING, AND PERMITTING FEES			$359,148	$249,297	$109,851
		TOTAL SOFT COST:	$1,739,747	$1,207,617	$532,130
		GRAND TOTAL:	$7,899,232	$5,483,122	$2,416,110

TOTAL PUBLIC:	$5,483,122
TOTAL PRIVATE:	$2,416,110
TOTAL:	$7,899,232

EXHIBIT C

WALKING TRAIL IMPROVEMENTS

[see attached]



JOB NO. 70076
DATE SEPTEMBER 2020
DESIGNER
CHECKED DRAWN
SHEET

PATRIOT ESTATES PID

VENUS, TEXAS

WALKING TRAIL EXHIBIT

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10194390

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Date: Jul 30, 2021, 2:10pm User ID: cschatz
File: N:\Projects\700\70076\90 Design\2.4 Civil\2.4.4 Exhibits\PID\201002 Walking Trail.dwg

EXHIBIT D

SPLASH PAD/PARKING LOT IMPROVEMENTS

[see attached]



CALLOUTS LEGEND:

- (A) EXISTING GAZEBO WITH TRASH RECEPTACLE AND TABLES.
- (B) EXISTING CONCRETE SIDEWALK
- (C) PROPOSED CONCRETE SIDEWALK
- (D) EXISTING PLAYGROUND FACILITY
- (E) EXISTING PICNIC TABLE AND GRILL
- (F) EXISTING BENCH
- (G) PROPOSED SPLASH PAD
- (H) PROPOSED SHADE SAIL WITH CONCRETE SEATWALLS BENEATH
- (I) PROPOSED PARKING LOT
- (J) PROPOSED LIGHT POLE

EXISTING/PROPOSED 3" CALIPER SHADE TREE; SPECIES TBD.

PATRIOT ESTATES PID / AMENITY CENTER EXHIBIT

City of Venus, Texas

NORTH
SCALE: 1" = 30'-0"

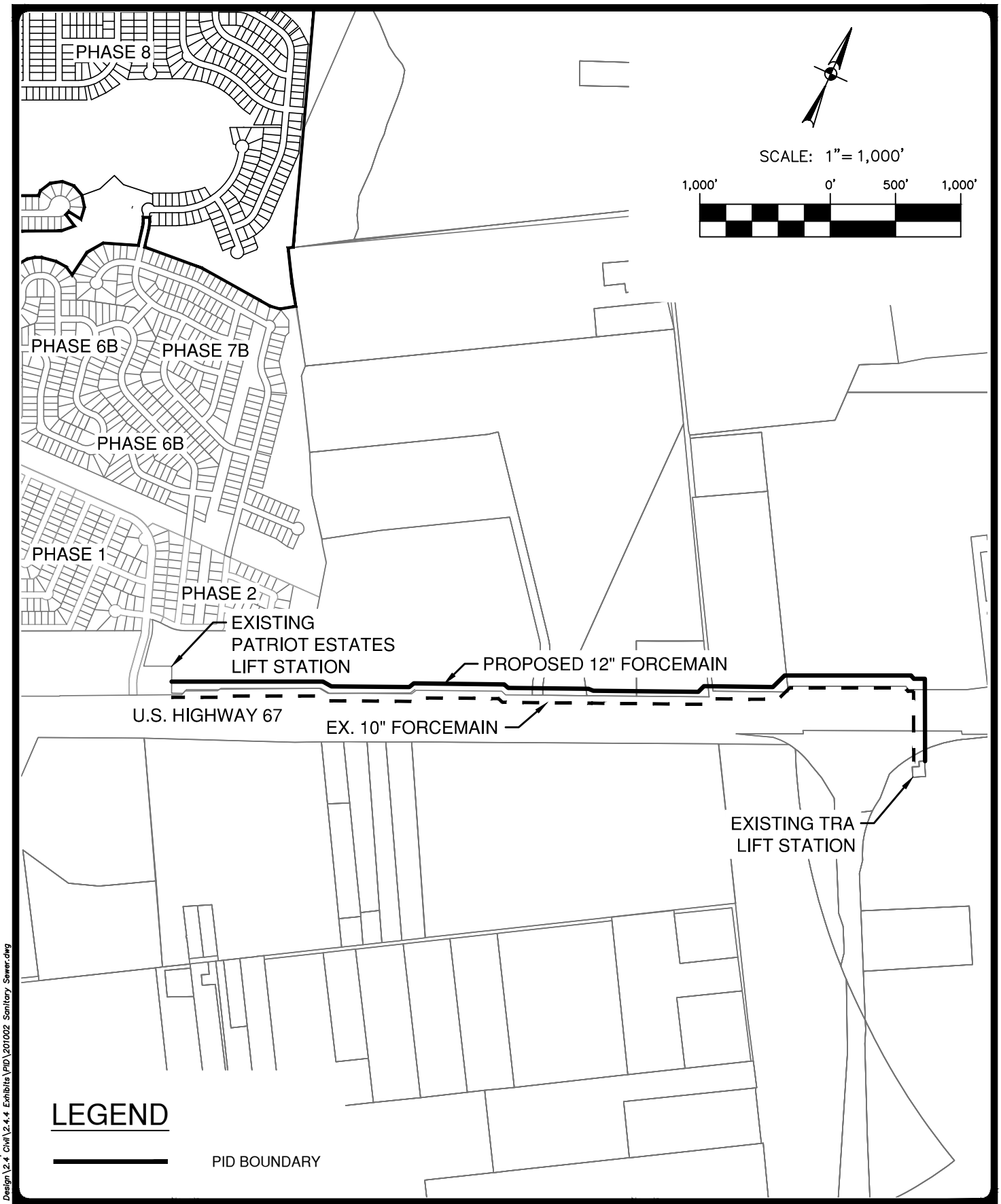
SHEET 1 OF 1
Owner Submittal 10-2-2020

CODY JOHNSON
s·t·u·d·i·o

EXHIBIT E

OFFSITE WASTEWATER FACILITIES

[see attached]



JOB NO. 70076
DATE OCTOBER 2020
DESIGNER
CHECKED ____ DRAWN ____
SHEET

PATRIOT ESTATES PID

VENUS, TEXAS

SANITARY SEWER EXHIBIT

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10194390

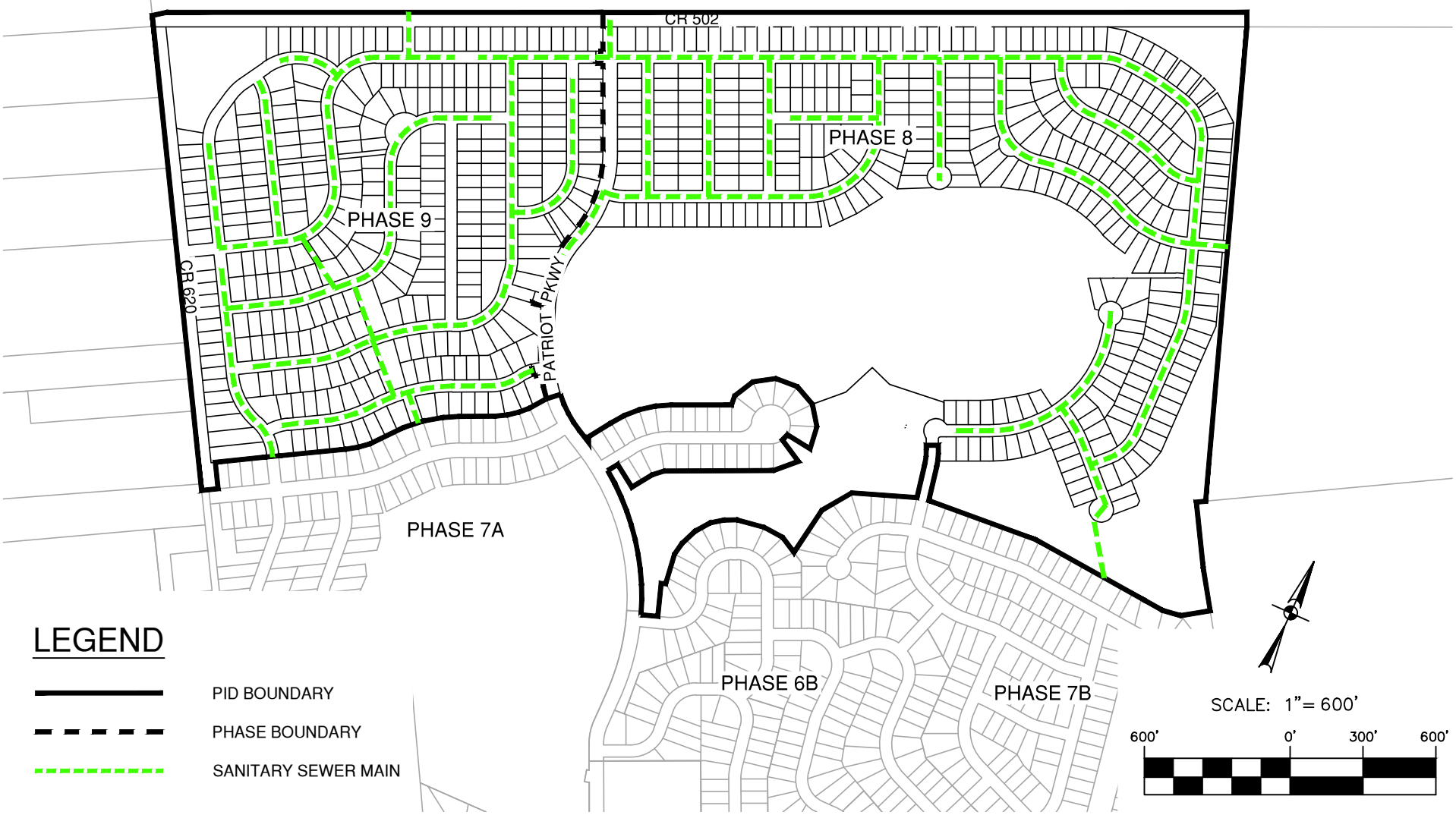
Date: Oct 02, 2020, 5:21pm User ID: acanipe
File: W:\projects\700\76\04\2.0 Design\2.4 Civil\2.4.4 Exhibits\PID\201002 Sanitary Sewer.dwg

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EXHIBIT F

ONSITE WASTEWATER FACILITIES

[see attached]



JOB NO. 70076
DATE OCTOBER 2020
DESIGNER
CHECKED DRAWN
SHEET

PATRIOT ESTATES PID

VENUS, TEXAS

ONSITE WASTEWATER FACILITIES

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10194390

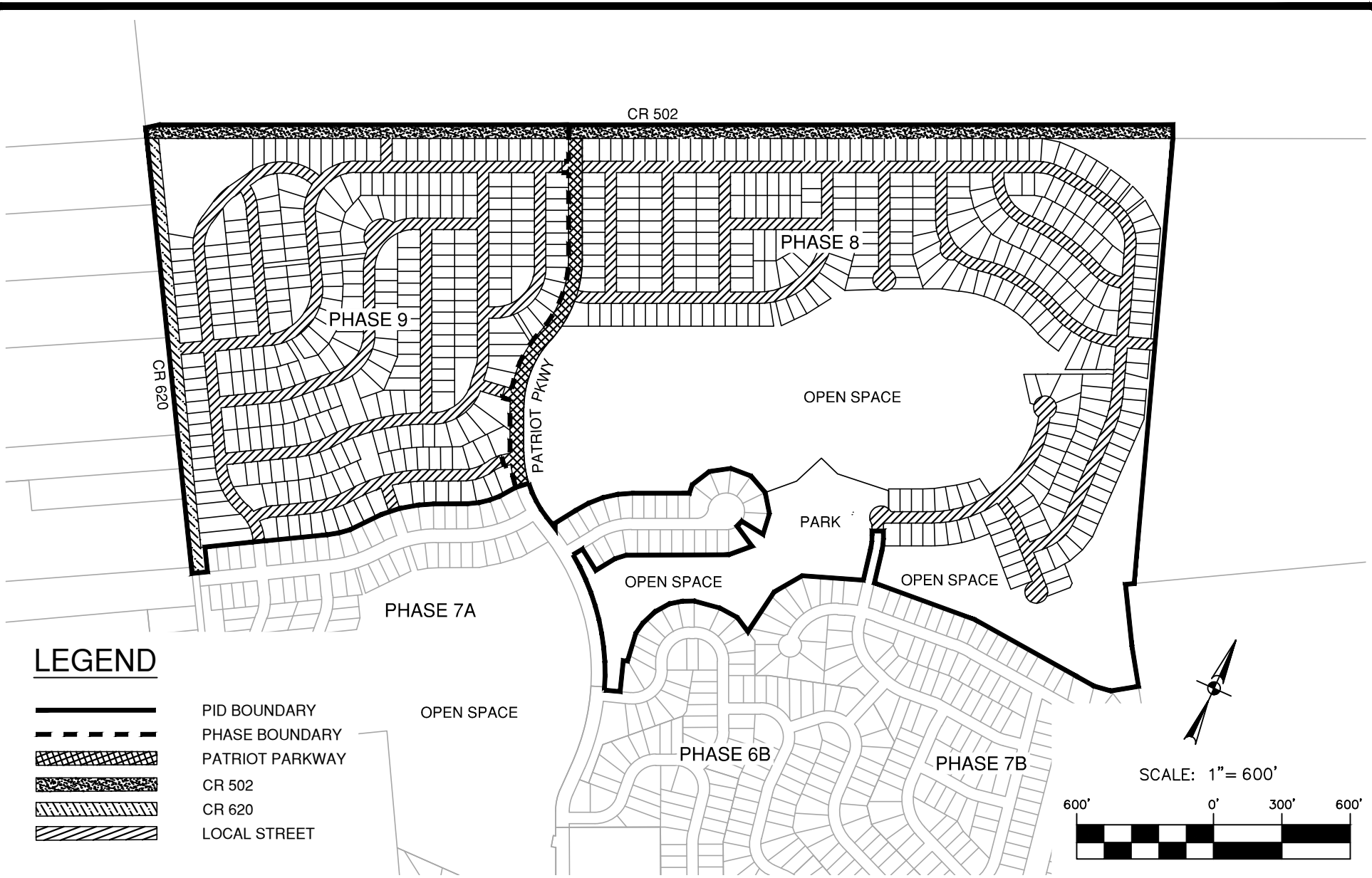
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Date: Aug 02, 2021, 12:08pm User ID: cschatz
I:\Projects\70076\70076.00 Design\2.4 Civil\2.4.4 Exhibits\PID\210802 Onsite Wastewater Facilities.dwg

EXHIBIT G

ROADWAY FACILITIES

[see attached]



JOB NO. 70076
DATE OCTOBER 2020
DESIGNER
CHECKED DRAWN
SHEET

PATRIOT ESTATES PID

VENUS, TEXAS

ROW AND ROADWAY IMPROVEMENTS EXHIBIT

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10194390

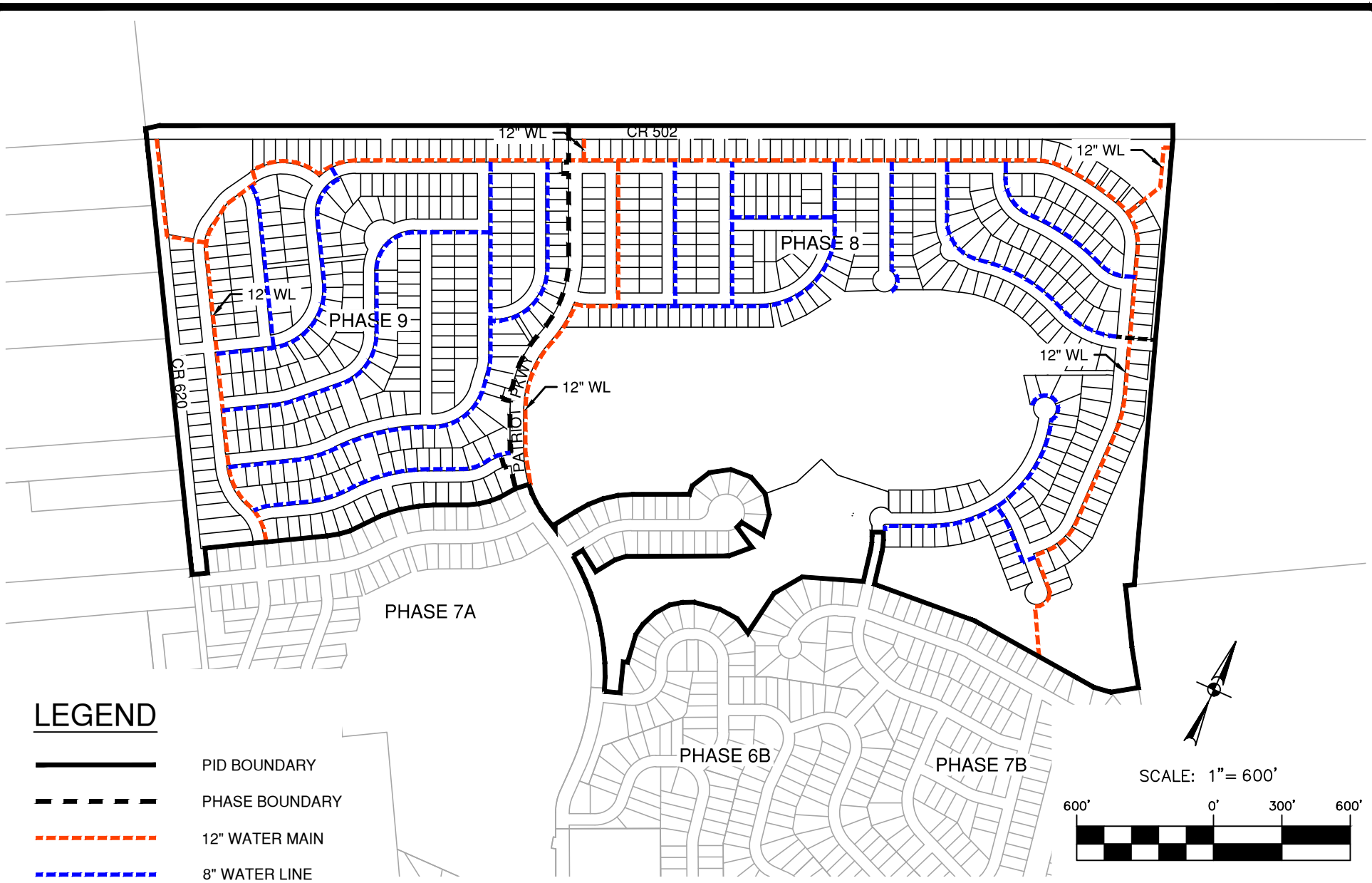
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Date: Aug 02, 2021, 9:04am User ID: cschatz
File N: \Projects\70076.10\Design\2.4 Civil\2.4.4 Exhibits\PID\201105 ROW Improvements.dwg

EXHIBIT H

WATER FACILITIES

[see attached]



JOB NO. 70076
DATE OCTOBER 2020
DESIGNER
CHECKED DRAWN
SHEET

PATRIOT ESTATES PID

VENUS, TEXAS

WATER FACILITIES

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10194390

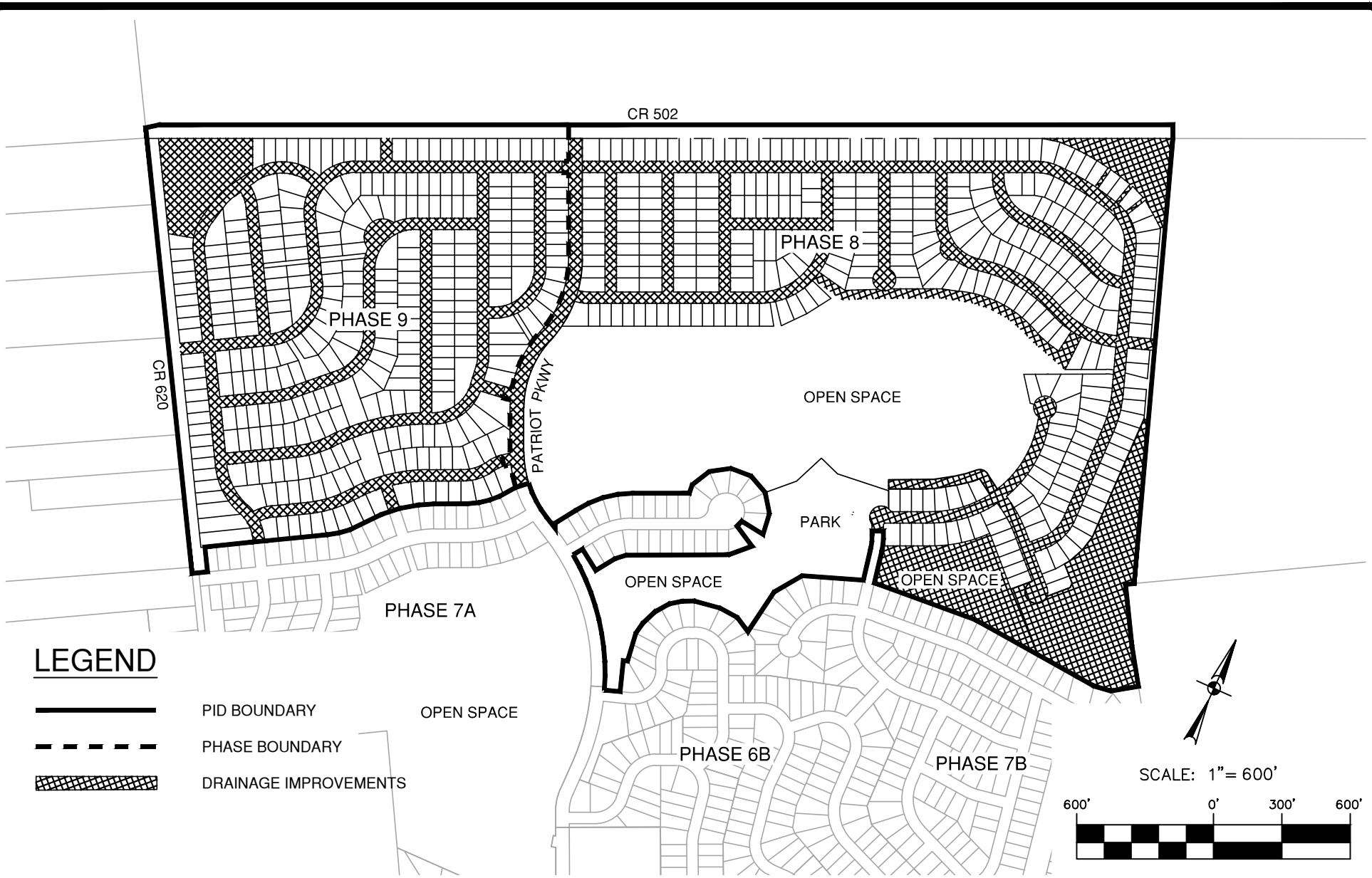
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Date: Aug 02, 2021, 8:40am User ID: cschatz
File N:\Projects\70076\Design\2.4 Civil\2.4.4 Exhibits\PID\210730 Water Facilities.dwg

EXHIBIT I

DRAINAGE FACILITIES

[see attached]



JOB NO. 70076
DATE OCTOBER 2020
DESIGNER
CHECKED DRAWN
SHEET

PATRIOT ESTATES PID

VENUS, TEXAS

DRAINAGE IMPROVEMENTS EXHIBIT

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10194390

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Date: Jul 15, 2021, 3:16pm User ID: cschatz
File: N:\Projects\70076.20\A&D Design\2.4 Civil\2.4.4 Exhibits\PID\201105 Drainage Improvements.dwg

APPENDIX B-1 – IMPROVEMENT AREA #1 LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: $10,684.68

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

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

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

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

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][3]

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

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

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Venus - Patriot Estates

Improvement Area #1 Lot Type 1 Annual Installments

Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest	Capitalized Interest	Reserve Fund	Annual Collection Costs	Annual Installment[2]
2022	$ 276.28	$ 338.35	$ 53.42	$ -	$ -	$ 68.91	$ 736.96
2023	$ 198.20	$ 416.34	$ 52.04	$ -	$ -	$ 70.29	$ 736.87
2024	$ 207.21	$ 408.41	$ 51.05	$ -	$ -	$ 71.70	$ 738.36
2025	$ 216.22	$ 400.12	$ 50.02	$ -	$ -	$ 73.13	$ 739.48
2026	$ 222.22	$ 391.47	$ 48.93	$ -	$ -	$ 74.59	$ 737.22
2027	$ 231.23	$ 382.58	$ 47.82	$ -	$ -	$ 76.09	$ 737.72
2028	$ 240.24	$ 373.33	$ 46.67	$ -	$ -	$ 77.61	$ 737.85
2029	$ 249.25	$ 363.72	$ 45.47	$ -	$ -	$ 79.16	$ 737.60
2030	$ 258.26	$ 353.75	$ 44.22	$ -	$ -	$ 80.74	$ 736.97
2031	$ 270.27	$ 343.42	$ 42.93	$ -	$ -	$ 82.36	$ 738.98
2032	$ 279.28	$ 332.61	$ 41.58	$ -	$ -	$ 84.01	$ 737.47
2033	$ 291.29	$ 321.44	$ 40.18	$ -	$ -	$ 85.69	$ 738.60
2034	$ 303.30	$ 309.79	$ 38.72	$ -	$ -	$ 87.40	$ 739.22
2035	$ 315.32	$ 297.66	$ 37.21	$ -	$ -	$ 89.15	$ 739.33
2036	$ 327.33	$ 285.05	$ 35.63	$ -	$ -	$ 90.93	$ 738.93
2037	$ 339.34	$ 271.95	$ 33.99	$ -	$ -	$ 92.75	$ 738.03
2038	$ 354.35	$ 258.38	$ 32.30	$ -	$ -	$ 94.60	$ 739.63
2039	$ 366.37	$ 244.20	$ 30.53	$ -	$ -	$ 96.50	$ 737.59
2040	$ 381.38	$ 229.55	$ 28.69	$ -	$ -	$ 98.43	$ 738.05
2041	$ 396.40	$ 214.29	$ 26.79	$ -	$ -	$ 100.39	$ 737.87
2042	$ 411.41	$ 198.44	$ 24.80	$ -	$ -	$ 102.40	$ 737.06
2043	$ 429.43	$ 181.98	$ 22.75	$ -	$ -	$ 104.45	$ 738.61
2044	$ 447.45	$ 164.80	$ 20.60	$ -	$ -	$ 106.54	$ 739.39
2045	$ 465.47	$ 146.91	$ 18.36	$ -	$ -	$ 108.67	$ 739.41
2046	$ 483.48	$ 128.29	$ 16.04	$ -	$ -	$ 110.84	$ 738.65
2047	$ 501.50	$ 108.95	$ 13.62	$ -	$ -	$ 113.06	$ 737.13
2048	$ 522.52	$ 88.89	$ 11.11	$ -	$ -	$ 115.32	$ 737.84
2049	$ 543.54	$ 67.99	$ 8.50	$ -	$ -	$ 117.63	$ 737.66
2050	$ 567.57	$ 46.25	$ 5.78	$ -	$ -	$ 119.98	$ 739.57
2051	$ 588.59	$ 23.54	$ 2.94	$ -	$ (616.34)	$ 122.38	$ 121.12
Total	**$ 10,684.68**	**$ 7,692.46**	**$ 972.69**	**$ -**	**$ (616.34)**	**$ 2,795.70**	**$ 21,529.19**

Notes:

[1] Interest on the PID Bonds is calculated at a 4.00% rate for illustrative purposes.

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.

APPENDIX B-2 – IMPROVEMENT AREA #2 LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 2 PRINCIPAL ASSESSMENT: $10,684.38

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

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

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

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

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 2

Venus - Patriot Estates

Improvement Area #2 Lot Type 2 Annual Installments

Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest	Capitalized Interest	Reserve Fund	Annual Collection Costs	Annual Installment[2]
2022	$ -	$ 338.34	$ 53.42	$ (338.34)	$ -	$ 68.91	$ 122.33
2023	$ 203.13	$ 427.38	$ 53.42	$ -	$ -	$ 70.29	$ 754.21
2024	$ 212.50	$ 419.25	$ 52.41	$ -	$ -	$ 71.70	$ 755.85
2025	$ 221.88	$ 410.75	$ 51.34	$ -	$ -	$ 73.13	$ 757.10
2026	$ 228.13	$ 401.88	$ 50.23	$ -	$ -	$ 74.59	$ 754.83
2027	$ 237.50	$ 392.75	$ 49.09	$ -	$ -	$ 76.08	$ 755.43
2028	$ 246.88	$ 383.25	$ 47.91	$ -	$ -	$ 77.61	$ 755.64
2029	$ 256.25	$ 373.38	$ 46.67	$ -	$ -	$ 79.16	$ 755.45
2030	$ 265.63	$ 363.13	$ 45.39	$ -	$ -	$ 80.74	$ 754.88
2031	$ 275.00	$ 352.50	$ 44.06	$ -	$ -	$ 82.36	$ 753.92
2032	$ 287.50	$ 341.50	$ 42.69	$ -	$ -	$ 84.00	$ 755.69
2033	$ 300.00	$ 330.00	$ 41.25	$ -	$ -	$ 85.68	$ 756.93
2034	$ 309.38	$ 318.00	$ 39.75	$ -	$ -	$ 87.40	$ 754.52
2035	$ 321.88	$ 305.63	$ 38.20	$ -	$ -	$ 89.14	$ 754.85
2036	$ 334.38	$ 292.75	$ 36.59	$ -	$ -	$ 90.93	$ 754.65
2037	$ 346.88	$ 279.38	$ 34.92	$ -	$ -	$ 92.75	$ 753.92
2038	$ 362.50	$ 265.50	$ 33.19	$ -	$ -	$ 94.60	$ 755.79
2039	$ 378.13	$ 251.00	$ 31.38	$ -	$ -	$ 96.49	$ 756.99
2040	$ 390.63	$ 235.88	$ 29.48	$ -	$ -	$ 98.42	$ 754.41
2041	$ 406.25	$ 220.25	$ 27.53	$ -	$ -	$ 100.39	$ 754.42
2042	$ 425.00	$ 204.00	$ 25.50	$ -	$ -	$ 102.40	$ 756.90
2043	$ 440.63	$ 187.00	$ 23.38	$ -	$ -	$ 104.45	$ 755.45
2044	$ 459.38	$ 169.38	$ 21.17	$ -	$ -	$ 106.54	$ 756.46
2045	$ 478.13	$ 151.00	$ 18.88	$ -	$ -	$ 108.67	$ 756.67
2046	$ 496.88	$ 131.88	$ 16.48	$ -	$ -	$ 110.84	$ 756.07
2047	$ 515.63	$ 112.00	$ 14.00	$ -	$ -	$ 113.06	$ 754.68
2048	$ 537.50	$ 91.38	$ 11.42	$ -	$ -	$ 115.32	$ 755.61
2049	$ 559.38	$ 69.88	$ 8.73	$ -	$ -	$ 117.62	$ 755.61
2050	$ 581.25	$ 47.50	$ 5.94	$ -	$ -	$ 119.98	$ 754.66
2051	$ 606.25	$ 24.25	$ 3.03	$ -	$ (632.63)	$ 122.38	$ 123.28
Total	**$ 10,684.38**	**$ 7,890.71**	**$ 997.47**	**$ (338.34)**	**$ (632.63)**	**$ 2,795.61**	**$ 21,397.21**

Notes:

[1] Interest on the PID Bonds is calculated at a 4.00% rate for illustrative purposes.

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.

APPENDIX B-3 – IMPROVEMENT AREA #1 INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT: $3,558,000.00

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

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

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

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

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][3]

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

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 INITIAL PARCEL

Venus - Patriot Estates

Improvement Area #1 Annual Installments

Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest	Capitalized Interest	Reserve Fund	Annual Collection Costs	Annual Installment[2]
2022	$ 92,000.00	$ 112,670.00	$ 17,790.00	$ -	$ -	$ 22,948.26	$ 245,408.26
2023	$ 66,000.00	$ 138,640.00	$ 17,330.00	$ -	$ -	$ 23,407.22	$ 245,377.22
2024	$ 69,000.00	$ 136,000.00	$ 17,000.00	$ -	$ -	$ 23,875.37	$ 245,875.37
2025	$ 72,000.00	$ 133,240.00	$ 16,655.00	$ -	$ -	$ 24,352.88	$ 246,247.88
2026	$ 74,000.00	$ 130,360.00	$ 16,295.00	$ -	$ -	$ 24,839.93	$ 245,494.93
2027	$ 77,000.00	$ 127,400.00	$ 15,925.00	$ -	$ -	$ 25,336.73	$ 245,661.73
2028	$ 80,000.00	$ 124,320.00	$ 15,540.00	$ -	$ -	$ 25,843.47	$ 245,703.47
2029	$ 83,000.00	$ 121,120.00	$ 15,140.00	$ -	$ -	$ 26,360.34	$ 245,620.34
2030	$ 86,000.00	$ 117,800.00	$ 14,725.00	$ -	$ -	$ 26,887.54	$ 245,412.54
2031	$ 90,000.00	$ 114,360.00	$ 14,295.00	$ -	$ -	$ 27,425.29	$ 246,080.29
2032	$ 93,000.00	$ 110,760.00	$ 13,845.00	$ -	$ -	$ 27,973.80	$ 245,578.80
2033	$ 97,000.00	$ 107,040.00	$ 13,380.00	$ -	$ -	$ 28,533.28	$ 245,953.28
2034	$ 101,000.00	$ 103,160.00	$ 12,895.00	$ -	$ -	$ 29,103.94	$ 246,158.94
2035	$ 105,000.00	$ 99,120.00	$ 12,390.00	$ -	$ -	$ 29,686.02	$ 246,196.02
2036	$ 109,000.00	$ 94,920.00	$ 11,865.00	$ -	$ -	$ 30,279.74	$ 246,064.74
2037	$ 113,000.00	$ 90,560.00	$ 11,320.00	$ -	$ -	$ 30,885.33	$ 245,765.33
2038	$ 118,000.00	$ 86,040.00	$ 10,755.00	$ -	$ -	$ 31,503.04	$ 246,298.04
2039	$ 122,000.00	$ 81,320.00	$ 10,165.00	$ -	$ -	$ 32,133.10	$ 245,618.10
2040	$ 127,000.00	$ 76,440.00	$ 9,555.00	$ -	$ -	$ 32,775.76	$ 245,770.76
2041	$ 132,000.00	$ 71,360.00	$ 8,920.00	$ -	$ -	$ 33,431.28	$ 245,711.28
2042	$ 137,000.00	$ 66,080.00	$ 8,260.00	$ -	$ -	$ 34,099.91	$ 245,439.91
2043	$ 143,000.00	$ 60,600.00	$ 7,575.00	$ -	$ -	$ 34,781.90	$ 245,956.90
2044	$ 149,000.00	$ 54,880.00	$ 6,860.00	$ -	$ -	$ 35,477.54	$ 246,217.54
2045	$ 155,000.00	$ 48,920.00	$ 6,115.00	$ -	$ -	$ 36,187.09	$ 246,222.09
2046	$ 161,000.00	$ 42,720.00	$ 5,340.00	$ -	$ -	$ 36,910.83	$ 245,970.83
2047	$ 167,000.00	$ 36,280.00	$ 4,535.00	$ -	$ -	$ 37,649.05	$ 245,464.05
2048	$ 174,000.00	$ 29,600.00	$ 3,700.00	$ -	$ -	$ 38,402.03	$ 245,702.03
2049	$ 181,000.00	$ 22,640.00	$ 2,830.00	$ -	$ -	$ 39,170.07	$ 245,640.07
2050	$ 189,000.00	$ 15,400.00	$ 1,925.00	$ -	$ -	$ 39,953.47	$ 246,278.47
2051	$ 196,000.00	$ 7,840.00	$ 980.00	$ -	$ (205,240.00)	$ 40,752.54	$ 40,332.54
Total	**$ 3,558,000.00**	**$ 2,561,590.00**	**$ 323,905.00**	**$ -**	**$ (205,240.00)**	**$ 930,966.77**	**$ 7,169,221.77**

Notes:

[1] Interest on the PID Bonds is calculated at a 4.00% rate for illustrative purposes.

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.

APPENDIX B-4 – IMPROVEMENT AREA #2 INITIAL PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

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

_____
STREET ADDRESS

IMPROVEMENT AREA #2 INITIAL PARCEL PRINCIPAL ASSESSMENT: $3,419,000.00

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

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

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

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

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][3]

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

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

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 INITIAL PARCEL

Venus - Patriot Estates
Improvement Area #2 Annual Installments

Annual Installment Due 1/31	Principal	Interest[1]	Additional Interest	Capitalized Interest	Reserve Fund	Annual Collection Costs	Annual Installment[2]
2022	$ -	$ 108,268.00	$ 17,095.00	$ (108,268.00)	$ -	$ 22,051.74	$ 39,146.74
2023	$ 65,000.00	$ 136,760.00	$ 17,095.00	$ -	$ -	$ 22,492.78	$ 241,347.78
2024	$ 68,000.00	$ 134,160.00	$ 16,770.00	$ -	$ -	$ 22,942.63	$ 241,872.63
2025	$ 71,000.00	$ 131,440.00	$ 16,430.00	$ -	$ -	$ 23,401.48	$ 242,271.48
2026	$ 73,000.00	$ 128,600.00	$ 16,075.00	$ -	$ -	$ 23,869.51	$ 241,544.51
2027	$ 76,000.00	$ 125,680.00	$ 15,710.00	$ -	$ -	$ 24,346.90	$ 241,736.90
2028	$ 79,000.00	$ 122,640.00	$ 15,330.00	$ -	$ -	$ 24,833.84	$ 241,803.84
2029	$ 82,000.00	$ 119,480.00	$ 14,935.00	$ -	$ -	$ 25,330.52	$ 241,745.52
2030	$ 85,000.00	$ 116,200.00	$ 14,525.00	$ -	$ -	$ 25,837.13	$ 241,562.13
2031	$ 88,000.00	$ 112,800.00	$ 14,100.00	$ -	$ -	$ 26,353.87	$ 241,253.87
2032	$ 92,000.00	$ 109,280.00	$ 13,660.00	$ -	$ -	$ 26,880.95	$ 241,820.95
2033	$ 96,000.00	$ 105,600.00	$ 13,200.00	$ -	$ -	$ 27,418.57	$ 242,218.57
2034	$ 99,000.00	$ 101,760.00	$ 12,720.00	$ -	$ -	$ 27,966.94	$ 241,446.94
2035	$ 103,000.00	$ 97,800.00	$ 12,225.00	$ -	$ -	$ 28,526.28	$ 241,551.28
2036	$ 107,000.00	$ 93,680.00	$ 11,710.00	$ -	$ -	$ 29,096.80	$ 241,486.80
2037	$ 111,000.00	$ 89,400.00	$ 11,175.00	$ -	$ -	$ 29,678.74	$ 241,253.74
2038	$ 116,000.00	$ 84,960.00	$ 10,620.00	$ -	$ -	$ 30,272.32	$ 241,852.32
2039	$ 121,000.00	$ 80,320.00	$ 10,040.00	$ -	$ -	$ 30,877.76	$ 242,237.76
2040	$ 125,000.00	$ 75,480.00	$ 9,435.00	$ -	$ -	$ 31,495.32	$ 241,410.32
2041	$ 130,000.00	$ 70,480.00	$ 8,810.00	$ -	$ -	$ 32,125.22	$ 241,415.22
2042	$ 136,000.00	$ 65,280.00	$ 8,160.00	$ -	$ -	$ 32,767.73	$ 242,207.73
2043	$ 141,000.00	$ 59,840.00	$ 7,480.00	$ -	$ -	$ 33,423.08	$ 241,743.08
2044	$ 147,000.00	$ 54,200.00	$ 6,775.00	$ -	$ -	$ 34,091.54	$ 242,066.54
2045	$ 153,000.00	$ 48,320.00	$ 6,040.00	$ -	$ -	$ 34,773.37	$ 242,133.37
2046	$ 159,000.00	$ 42,200.00	$ 5,275.00	$ -	$ -	$ 35,468.84	$ 241,943.84
2047	$ 165,000.00	$ 35,840.00	$ 4,480.00	$ -	$ -	$ 36,178.22	$ 241,498.22
2048	$ 172,000.00	$ 29,240.00	$ 3,655.00	$ -	$ -	$ 36,901.78	$ 241,796.78
2049	$ 179,000.00	$ 22,360.00	$ 2,795.00	$ -	$ -	$ 37,639.82	$ 241,794.82
2050	$ 186,000.00	$ 15,200.00	$ 1,900.00	$ -	$ -	$ 38,392.62	$ 241,492.62
2051	$ 194,000.00	$ 7,760.00	$ 970.00	$ -	$ (202,440.00)	$ 39,160.47	$ 39,450.47
Total	**$ 3,419,000.00**	**$ 2,525,028.00**	**$ 319,190.00**	**$ (108,268.00)**	**$ (202,440.00)**	**$ 894,596.79**	**$ 6,847,106.79**

Notes:

[1] Interest on the PID Bonds is calculated at a 4.00% rate for illustrative purposes.

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.

CITY OF VENUS, TEXAS
ORDINANCE NO. 740-2021-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER ONE, CITY OF VENUS, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venus, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, pursuant to and as required by the Act, the City Council prepared a *Reinvestment Zone Number One, City of Venus, Texas, Preliminary Project and Finance Plan* (the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the approximately 2,909.08 acres described and depicted on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the Midlothian Mirror, a newspaper of general circulation within the City, on October 28, 2021, which date is not later than the seventh (7^{th}) day before the public hearing held on November 8, 2021; and

WHEREAS, at the public hearing on November 8, 2021, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the zone; and

WHEREAS, the City has taken all actions required to create the zone including, but not

limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the zone; and

WHEREAS, the City desires to appoint initial members to the board of directors of the zone; and

WHEREAS, terms used in this Ordinance that have their initial letters capitalized shall have the meanings given to them in this Ordinance; however, terms that are **CAPITALIZED IN BOLD** shall have the meanings given to them in the Preliminary Project and Finance Plan.

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

SECTION 1. FINDINGS.

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

(b) The City Council finds that the **PUBLIC IMPROVEMENTS** will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.

(c) The City Council finds that the proposed zone meets the requirements of Section 311.005(a)(2) of the Act in that:

(i) there is a need for essential public infrastructure and economic development programs to attract new business and commercial activity to the proposed zone for the purposes of increasing the real property tax base for all taxing units within the zone, increasing sales and use taxes for the City and the State of Texas, and increasing job opportunities for residents of the City and the region; and

(ii) the reinvestment zone, as shown in **Exhibit A**, meets the criteria for the creation of a reinvestment zone set forth in Section 311.005 of the Act in that the area is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs and arrests the sound growth of the municipality.

(d) The City Council finds that the proposed zone is a geographic area 100% within the City's corporate limits or extraterritorial jurisdiction.

(e) The City Council finds that not more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, and the total appraised value of taxable real property in the proposed zone does not exceed fifty percent

(50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.

(f) The City Council finds that the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

(g) The City Council finds that the Preliminary Project and Finance Plan is feasible.

(h) The City Council finds that the implementation of the Project and Finance Plan (as defined below) will alleviate the conditions described in Section 1(c) above and will serve a public purpose.

SECTION 2. DESIGNATION AND NAME OF THE ZONE. Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number One, City of Venus, Texas (the "Zone"). The Zone is designated pursuant to Section 311.005(a)(2) of the Act.

SECTION 3. BOARD OF DIRECTORS.

3.1 The City Council hereby creates a board of directors for the Zone (the "Board") consisting of nine members. Seven members shall be appointed by the City Council to Places 1,2,3,4, 5, and 6. Place 7 shall be appointed by the Commissioners Court of Johnson County, Texas (the "County"), if the County participates in the Zone. If the County does not participate in the Zone, the Commissioners Court shall be deemed to have waived its right to appoint such members and the Place goes away.

3.2 The City Council hereby appoints the following individuals to serve as the initial members of the Board for the terms indicated:

Place 1	Mayor	(term expires May 2023)
Place 2	Council Place 1	(term expires May 2023)
Place 3	Council Place 2	(term expires May 2023)
Place 4	Council Place 3	(term expires May 2022)
Place 5	Council Place 4	(term expires May 2022)
Place 6	Council Place 5	(term expires May 2022)

Place 7 shall be appointed by the County for a term that expires December 31, 2023.

Upon expiration of the indicated terms or upon City Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of two years. The member appointed to Place 1 shall serve as the chairman of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

3.3 The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be

prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby delegates to the Board all powers necessary to implement any Project and Finance Plan approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the **TIRZ FUND** established pursuant to Section 6 of this Ordinance.

3.4 Directors shall not receive any salary or other compensation for their services as directors.

3.5. Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the TIRZ Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION 4. DURATION OF THE ZONE. The Zone shall take effect immediately upon the passage and approval of this Ordinance. The Zone shall terminate on December 31, 2061 (with final year's tax to be collected by September 30, 2062), unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the **PROJECT COSTS** have been paid in full. If upon expiration of the stated term of the Zone, **PROJECT COSTS** have not been paid, the City and the County, shall have no obligation to pay the shortfall.

SECTION 5. TAX INCREMENT BASE. The "tax increment base" for purposes of calculating the **CITY TAX INCREMENT,** and if the County participates in the Zone the **COUNTY TAX INCREMENT,** and means the total appraised value of all real property in the Zone that is taxable by the City and the County, respectively, as of January 1, 2021.

SECTION 6. CAPTURED APPRAISED VALUE. The “captured appraised value” for purposes of calculating the annual **CITY TAX INCREMENT,** and if the County participates in the Zone the **COUNTY TAX INCREMENT,** means the total real property value taxable (including increase tax values attributable to changes in use) by a taxing unit for a year and located in the Zone for that year less the tax increment base of the unit.

SECTION 7. TAX INCREMENT FUND. There is hereby created and established a **TIRZ FUND** for the Zone. Within the **TIRZ FUND**, there may be maintained subaccounts as necessary and convenient to carry out the purposes of the Act. The **CITY TAX INCREMENT** and **COUNTY TAX INCREMENT** shall be deposited into the **TIRZ FUND** as of the effective date

of the Zone. The **TIRZ FUND** and all subaccounts shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. Prior to termination of the Zone, funds shall be disbursed from the **TIRZ FUND** only to pay **PROJECT COSTS**.

SECTION 8. 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 invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 9. OPEN MEETINGS. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the 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. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED, APPROVED, AND ADOPTED

James Burgess
Mayor

ATTEST:

Callie Green
City Secretary

Effective: _____

APPROVED AS TO FORM AND LEGALITY:

Michael Halla
City Attorney

EXHIBIT A

PRELIMINARY PROJECT AND FINANCE PLAN

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CERTIFICATE FOR ORDINANCE

We, the undersigned officers of the City of Venus, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on the 8th day of November, 2021, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

James L. Burgess, Mayor	Geronimo Hernandez, Council Member
Jeanie Scott, Mayor Pro-Tem	Phyllis Lewis, Council Member
Rita Bishop, Council Member	Kayla Sanguinetti, Council Member

Tonya Roberts, City Administrator
Callie Green, City Secretary

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

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF VENUS, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for consideration and passage. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried by the following vote:

AYES: ___ NOES: ___ ABSTENTIONS: ___

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

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

PASSED AND APPROVED BY THE VENUS CITY COUNCIL ON THIS THE 8TH DAY OF NOVEMBER, 2021.

_____
JAMES L. BURGESS
Mayor

ATTEST:

_____
CALLIE GREEN
City Secretary

(SEAL)

CITY OF VENUS, TEXAS
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF VENUS, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Venus, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, has previously established the "Patriot Estates Public Improvement District" (the "District"); and

WHEREAS, pursuant to the PID Act, the City Council of the City (the "Council") published notice of the assessment hearing in a newspaper of general circulation in the City, and held a public hearing on November 8, 2021, regarding the levy of special assessments within the District, and on such date, the Council adopted an ordinance levying such special assessments (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the Service and Assessment Plan (as defined in the Assessment Ordinance) relating to the District and levied the Assessments (as defined in the Indenture (defined below)) against the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Venus, Texas, Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District)" (the "Bonds"), such Bonds to be payable from and secured by the Pledged Revenues (as defined in the Indenture); and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying the Costs (as defined in the Indenture), (ii) paying interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements (as defined in the Indenture), (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds to finance the Authorized Improvements, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond

Purchase Agreement (defined below) between the City and the Underwriter (defined below), (iv) a Limited Offering Memorandum (defined below); (v) a Continuing Disclosure Agreement (defined below); and (vi) a Landowner Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

SECTION 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

SECTION 2. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture"), dated as of November 15, 2021, between the City and Regions Bank in Houston, Texas, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to the Bonds, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

SECTION 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement, dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms

and provisions of the Bond Purchase Agreement are hereby authorized and approved and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's or Mayor Pro Tem's signature on the Bond Purchase Agreement may be attested by the City Secretary.

SECTION 4. Limited Offering Memorandum. The form and substance of the final Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto (the "Limited Offering Memorandum") presented to and considered at the meeting at which this Ordinance is considered is hereby approved and adopted in all respects. The Limited Offering Memorandum, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum (as defined in the Bond Purchase Agreement) and the Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. The City deems the Preliminary Limited Offering Memorandum final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), as of its date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum pertaining to the District, the Developer or its financial ability, any builders, any landowners or the appraisal of the property in the District.

SECTION 5. Continuing Disclosure Agreement. The Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City, P3Works, LLC and Regions Bank is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Landowner Agreement. The Landowner Agreement (the "Landowner Agreement") between the City and LGI Texas-Homes, LLC is hereby authorized and approved in substantially final form attached hereto as **Exhibit D** and incorporated herein as a part hereof for all purposes, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Landowner Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 7. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Director of Finance and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor,

the Mayor Pro Tem, the City Manager, the Director of Finance and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

SECTION 8. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 9. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

EXHIBIT A

INDENTURE OF TRUST

(See attached)

INDENTURE OF TRUST

By and Between

CITY OF VENUS, TEXAS

and

REGIONS BANK
as Trustee

DATED AS OF NOVEMBER 15, 2021

SECURING

$_____

CITY OF VENUS, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC
IMPROVEMENT DISTRICT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of November 15, 2021, is by and between the CITY OF VENUS, TEXAS (the "*City*"), and REGIONS BANK, Houston, Texas as trustee (together with its successors, the "*Trustee*"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, on October 7, 2020, a petition (the "*Petition*") was submitted and filed with the City Secretary of the City (the "*City Secretary*") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "*Act*" or "*PID Act*"), requesting the creation of a public improvement district located within the corporate limits of the City to be known as "Patriot Estates Public Improvement District" (the "*District*"); and

WHEREAS, the Petition contained the signatures of the owners of taxable real property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Central Appraisal District of Johnson County and the Ellis County Appraisal District (collectively, the "*Appraisal Districts*"), and the signatures of record property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on October 12, 2020, the City Council of the City (the "*City Council*") adopted a Resolution accepting the Petition and calling a public hearing on the creation of the District on November 9, 2020; and

WHEREAS, on November 9, 2020, after due notice, the City Council opened, conducted and closed the public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act and, by Resolution No. 34-2020-11 adopted by the City Council (the "*Creation Resolution*"), authorized the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of the Creation Resolution, the City published notice of its authorization of the District in a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, the City, pursuant to Section 372.016(b) of the PID Act, published notice of a public hearing in a newspaper of general circulation in the City and where the proposed improvements are to be undertaken to consider one or more "*Assessment Rolls*" and a "*Service and Assessment Plan*" and the levy of "*Assessments*" within the District; and

WHEREAS, the City, pursuant to Section 372.0l6(c) of the PID Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of 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 a public hearing on November 8, 2021, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of costs, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments of the Assessments and on delinquent annual installments of the Assessments; and

WHEREAS, at the November 8, 2021 public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of costs, the Assessment Roll, or the levy of the Assessments contemplated thereunder; and

WHEREAS, the City Council closed the public hearing and, after considering all written and documentary evidence presented at the public hearing, including all written comments and statements filed with the City, at a meeting held on November 8, 2021, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and adopted an "*Assessment Ordinance*"; and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Public Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Public Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds; and

WHEREAS, the City Council now desires to issue its revenue bonds, in accordance with the PID Act, such bonds to be entitled "City of Venus, Texas, Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District)" (the "*Bonds*"), such Bonds being payable solely from the Trust Estate and for the purposes set forth in this preamble; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "*Trust Estate*"):

FIRST GRANTING CLAUSE

The Pledged Revenues, as herein defined, including all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

IN ADDITION, the Bonds are special limited obligations of the City payable solely from the Pledged Revenues, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners of the Bonds shall never have the right to demand payment thereof out of any funds of the City other than the Pledged Revenues. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Pledged Revenues.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"*Account*", in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and "*Accounts*", in the plural, means, collectively, all of the accounts established pursuant to Section 6.1 of this Indenture.

"*Actual Costs*" mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer, including: (1) the costs incurred by or on behalf of the Developer (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) 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; (4) 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; (5) all related permitting and public approval expenses, architectural, engineering, and consulting fees, and governmental fees and charges.

"*Additional Interest*" means the 0.50% additional interest charged on the Assessments pursuant to Section 372.018 of the PID Act.

"*Administrative Fund*" means that Fund established by Section 6.1 and administered pursuant to Section 6.9.

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

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying, and redeeming Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan and the PID Act with respect to the issuance and sale of Bonds, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with Bonds, including their respective legal counsel. Annual Collection

Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"*Annual Debt Service*" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year (excluding interest paid from funds on deposit in the Capitalized Interest Account of the Bond Fund), assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"*Annual Installment*" means the sum of each annual payment of: (i) the Assessment (including the principal of and interest on the Assessment), as shown on the Assessment Rolls attached to the SAP as Appendix E-2 for Improvement Area #1 and Appendix F-2 for Improvement Area #2, as the same may be updated from time to time, or in an Annual Service Plan Update, and calculated as provided in Section VI of the SAP, (ii) Annual Collection Costs, and (iii) Additional Interest.

"*Annual Service Plan Update*" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service Assessment Plan.

"*Applicable Laws*" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States of America, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"*Assessed Property*" means the property located in the District that benefits from the Authorized Improvements, and is defined as the "Assessed Property" in the Service and Assessment Plan.

"*Assessment Ordinance*" means the ordinance adopted by the City Council on November 8, 2021, as may be amended or supplemented, that levied the Assessments on the Assessed Property.

"*Assessment Revenues*" means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"*Assessment Rolls*" means the applicable documents attached to the Service and Assessment Plan as Exhibits E-1 and F-1, as updated, modified or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and the PID Act.

"*Assessments*" means, collectively, the Improvement Area #1 Assessments and Improvement Area #2 Assessments.

"*Attorney General*" means the Attorney General of the State.

"*Authorized Denomination*" means $100,000 and any integral multiple of $1,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than $100,000 and further prohibits the assignment of a CUSIP number to any Bond with a

denomination of less than $100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect.

"Authorized Improvements" means (1) the Public Improvements, (2) Bond Issuance Costs, and (3) District Formation Costs.

"*Bond*" means any of the Bonds.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"*Bond Fund*" means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4 of this Indenture.

"*Bond Improvement Account of the Project Fund*" means, collectively, the Improvement Area #1 Bond Improvement Account and the Improvement Area #2 Bond Improvement Account within the Project Fund established pursuant to Section 6.1 of this Indenture.

"*Bond Ordinance*" means the ordinance adopted by the City Council on November 8, 2021 authorizing the issuance of the Bonds pursuant to this Indenture and approving a Service and Assessment Plan reflecting the issuance of the Bonds.

"*Bond Pledged Revenue Account*" means the Account in the Pledged Revenue Fund established pursuant to Section 6.1 of this Indenture.

"*Bond Year*" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Venus, Texas, Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District)" and, in the event the City issues Refunding Bonds pursuant to Section 13.2 hereof, the term "Bonds" shall include such Refunding Bonds.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

"*Capitalized Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Certificate for Payment*" means a certificate substantially in the form of Exhibit B attached to the Reimbursement Agreement and executed by a Person approved by the City Representative that is delivered to the City Representative and the Trustee specifying the amount of work performed and the Costs thereof, and requesting payment for such Costs from money on deposit in the Project Fund as further described in the Reimbursement Agreement and Section 6.5 of this Indenture.

"*City Order*" means a certificate containing written instructions by the City, signed by the City Representative and delivered to the Trustee.

"*City Representative*" means that official or agent of the City authorized by the City Council to undertake the action referenced herein.

"*Code*" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"*Comptroller*" means the Comptroller of Public Accounts of the State.

"*Costs of Issuance Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*Defeasance Securities*" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"*Delinquency and Prepayment Reserve Account*" means the reserve account administered by the City and segregated from other funds of the City and established by Section 6.1 of this Indenture.

"*Delinquency and Prepayment Reserve Requirement*" means an amount equal to [___]% of the principal amount of the then Outstanding Bonds to be funded from Assessment Revenues deposited to the Pledged Revenue Fund.

"*Delinquent Collection Costs*" mean interest, penalties and expenses incurred or imposed with respect to any delinquent Annual Installments of an Assessment in accordance with §372.018(b) of the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorneys' fees.

"*Delivery Date*" means November 30, 2021, which is the date of delivery of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

"*Designated Payment/Transfer Office*" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, which shall initially be located in Houston, Texas, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"*Developer*" means LGI Homes-Texas, LLC, a Texas limited liability company, and any successor thereto.

"*DTC*" means The Depository Trust Company of New York, New York, or any successor securities depository.

"*DTC Participant*" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Foreclosure Proceeds*" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Property, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"*Fund*", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and "*Funds*", in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

"*Improvement Area #1*" means the area within the District described in Exhibits A-2 and K-2 in the SAP.

"*Improvement Area #1 Assessments*" means an assessment levied against the Assessed Property within Improvement Area #1 based on the special benefit conferred on such Parcels by the Authorized Improvements.

"*Improvement Area #1 Bond Improvement Account*" means the account within the Project Fund established pursuant to Section 6.1 of this Indenture designated as such.

"*Improvement Area #1 Improvements*" means the Public Improvements allocable to Improvement Area #1 in Section III of the SAP.

"*Improvement Area #2*" means the area within the District described in Exhibits A-3 and K-3 in the SAP.

"*Improvement Area #2 Assessments*" means an assessment levied against the Assessed Property within Improvement Area #2 based on the special benefit conferred on such Parcels by the Authorized Improvements.

"*Improvement Area #2 Bond Improvement Account*" means the account with within the Project Fund established pursuant to Section 6.1 of this Indenture designated as such.

"*Improvement Area #2 Improvements*" means the Public Improvements allocable to Improvement Area #2 in Section III of the SAP.

"*Indenture*" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"*Independent Financial Consultant*" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"*Initial Bonds*" means the Initial Bonds authorized by Section 5.2 of this Indenture.

"*Interest Payment Date*" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, commencing September 15, 2022.

"*Investment Securities*" means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"*Maximum Annual Debt Service*" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"*Outstanding*" means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.10 and (iv) Bond alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

"*Owner*" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11.

"*Parcel*" or "*Parcels*" means a parcel or parcels within the District identified by either a tax map identification number assigned by the Appraisal Districts for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the real property records of Johnson and Ellis Counties or by other means as determined by the City.

"*Paying Agent/Registrar*" means initially the Trustee, or any successor thereto as provided in this Indenture.

"*Person*" or "*Persons*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"*Pledged Funds*" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund and the Redemption Fund.

"*Pledged Revenue Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 of this Indenture.

"*Pledged Revenues*" means, collectively, the (i) Assessment Revenues (excluding the portion of the Assessments and Annual Installments collected for the payment of Annual

Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan, and any Assessments and Annual Installments in excess of the amounts required to be deposited into the Pledged Revenue Fund pursuant to Section 6.3 of this Indenture), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds.

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

"*Prepayment Costs*" means interest and Annual Collection Costs to the date of Prepayment, plus any additional expenses related to the Prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any Prepayment of all or part of an Assessment.

"*Principal and Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Project Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

"*Public Improvements*" means the improvements authorized by Section 372.003 of the PID Act, as depicted on Exhibit H-1 and H-2 and described in Section III.A and B of the Service and Assessment Plan.

"*Purchaser*" means the initial purchaser of the Bonds.

"*Rebatable Arbitrage*" means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

"*Rebate Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8.

"*Record Date*" means the close of business on the last Business Day of the month next preceding an Interest Payment Date.

"*Redemption Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6.

"*Redemption Price*" means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

"*Refunding Bonds*" means bonds issued to refund all or any portion of the Outstanding Bonds and secured by a parity lien with the Outstanding Bonds on the Pledged Revenues, as more specifically described in the indenture authorizing such Refunding Bonds.

"*Register*" means the register specified in Article III of this Indenture.

"*Reimbursement Agreement*" means the Reimbursement Agreement by and between the City and the Developer, dated as of _____ __, 2021, as may be amended and/or supplemented from time to time.

"*Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Reserve Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7.

"*Reserve Fund Obligations*" means cash or Investment Securities.

"*Reserve Account Requirement*" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of the date of issuance, and (iii) 10% of the principal amount of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to Section 6.7(c); and provided further that as a result of (1) an optional redemption pursuant to Section 4.3 or (2) an extraordinary optional redemption pursuant to Section 4.4, the Reserve Account Requirement shall be reduced by a percentage equal to the pro rata principal amount of Bonds redeemed by such redemption divided by the total principal amount of the Outstanding Bonds prior to such redemption. As of the Delivery Date, the Reserve Account Requirement is $_____ which is an amount equal to the Reserve Account Requirement defined above.

"*Service and Assessment Plan*" and "*SAP*" mean the document, including the Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance, as may be updated annually or, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2.

"*Special Record Date*" has the meaning set forth in in the form of Bond included in Section 5.2 hereof.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds, or any portion of the Bonds, as applicable, are scheduled to mature without regard to any redemption or Prepayment.

"*Supplemental Indenture*" means an indenture which has been duly executed by the Trustee and a City Representative pursuant to an ordinance adopted by the City Council and

which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"*Treasury Regulations*" shall have the meaning assigned to such term in Section 7.5(c).

"*Trust Estate*" means the Trust Estate described in the granting clauses of this Indenture, and the Trust Estate shall only include Pledged Revenues, unless the City pledges additional revenues to the payment of the Bonds, which additional pledge may only be created in a Supplemental Indenture.

"*Trustee*" means Regions Bank, Houston, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price.

Section 1.2. **Findings.**

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. **Table of Contents, Titles and Headings.**

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. **Interpretation.**

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. **Security for the Bonds.**

(a) The Bonds, as to principal, interest and redemption premium, if any, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

(b) The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Delivery Date without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. **Limited Obligations.**

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. **Authorization for Indenture.**

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. **Contract with Owners and Trustee.**

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owner, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. **Authorization.**

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act. The Bonds shall be issued in the aggregate principal amount of $_____ for the purpose of (i) paying a portion of the Actual Costs of the Public Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Public Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds.

Section 3.2. **Date, Denomination, Maturities, Numbers and Interest.**

(a) The Bonds shall be dated the Delivery Date and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Delivery Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date

specified below, or on a date of earlier redemption, or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing September 15, 2022, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest at the rates set forth below:

Year	Principal Amount ($)	Interest Rate (%)

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. **Conditions Precedent to Delivery of Bonds.**

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(a) a certified copy of the Assessment Ordinance;

(b) a certified copy of the Bond Ordinance;

(c) a copy of the executed Reimbursement Agreement;

(d) a copy of this Indenture executed by the Trustee and the City;

(e) an executed City Order directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee;

(f) an executed Signature and No-Litigation Certificate;

(g) an executed opinion of Bond Counsel; and

(h) the approving opinion of the Attorney General of the State and the State Comptroller’s registration certificate.

Section 3.4. **Medium, Method and Place of Payment.**

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State.

Section 3.5. **Execution and Registration of Bonds.**

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered on the Delivery Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Delivery Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. **Refunding Bonds.**

(a) Except in accordance with the provisions of this Indenture, including Section 13.2, the City shall not issue additional bonds, notes or other obligations payable from any portion of the Trust Estate, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas. Except as limited by the terms of this Indenture, including Section 13.2, the City reserves the right to incur debt payable from sources other than the Trust Estate, including revenue derived from contracts with other entities, including private corporations, municipalities and political subdivisions issued particularly for the purchase, construction, improvement, extension, replacement, enlargement or repair of the facilities needed in performing any such contract.

(b) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption or mature on September 15 of the years in which such principal is scheduled to be paid. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 15 and September 15. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture.

(c) Upon their authorization by the City, the Refunding Bonds of a series issued under this Section 3.6 and in accordance with Article IV hereof shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee the items required by Section 3.3 above.

Section 3.7. **Ownership.**

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.8. **Registration, Transfer and Exchange.**

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The

Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.9. **Cancellation.**

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds, the Trustee shall dispose of cancelled Bonds in accordance with its record retention policies.

Section 3.10. **Temporary Bonds.**

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.12. **Book-Entry-Only System.**

(a) The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the blanket issuer letter of representations from the City to DTC. On the Delivery Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.13. **Successor Securities Depository: Transfer Outside Book-Entry-Only**

System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the blanket issuer letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.14. **Payments to Cede & Co.**

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. **Limitation on Redemption.**

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. **Mandatory Sinking Fund Redemption.**

(a) The Bonds maturing on September 15 in the years ____, ____, ____ and ____ (collectively, the "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
_____ __, 20__	$
_____ __, 20__	
_____ __, 20__	
_____ __, 20__*	

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
_____ __, 20__	$
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__*	

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
_____ __, 20__	$
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__*	

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
_____ __, 20__	$
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__*	

_____
* Stated Maturity.

(b) At least thirty (30) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by this Indenture, the Trustee shall select by lot, or by any other customary method that results in a random selection, a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such mandatory sinking fund redemption, as provided in Section 4.6.

(c) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least

thirty (30) days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced in integral multiples of $1,000 by any portion of such Bonds, which, at least 30 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or the extraordinary optional redemption provisions in Sections 4.3 and 4.4, respectively, hereof.

Section 4.3. **Optional Redemption.**

The City reserves the right and option to redeem Bonds maturing on or after September 15, 20__, in whole or in part, on any date on or after _____ __, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. **Extraordinary Optional Redemption.**

The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on the fifteenth day of any month, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7) or any other transfers to the Redemption Fund under the terms of this Indenture.

Section 4.5. **Partial Redemption.**

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.3 or 4.4, Bonds shall be redeemed in increments of $1,000, provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at that time, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued, and notwithstanding any other provision of this Indenture, such Bond may be assigned a CUSIP number. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2 or 4.3, the Trustee may select Bonds in any method that results in a random selection.

(c) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

(d) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.8 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. **Notice of Redemption to Owners.**

(a) Upon written direction from the City to the Trustee of the exercise of any redemption provision of this Indenture, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Indenture have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Trustee on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, such events shall not constitute an Event of Default under this Indenture, and the Trustee shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 4.7. **Payment Upon Redemption.**

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or

otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.8. **Effect of Redemption.**

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS

Section 5.1. **Form Generally.**

(a) The Bonds, including the Registration Certificate of the Comptroller, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. **Form of the Bonds.**

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED	United States of America	REGISTERED
NO. _____	State of Texas	$_____

CITY OF VENUS, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

INTEREST RATE	MATURITY DATE	DELIVERY DATE	CUSIP NUMBER
_____%	September 15, 20__	_____, 2021	_____

The City of Venus, Texas (the "*City*"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Delivery Date, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing September 15, 2022.

Capitalized terms appearing herein that are defined terms in the Indenture (defined below) have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Houston, Texas (the "*Designated Payment/Transfer Office*"), of Regions Bank, as trustee and paying agent/registrar (the "*Trustee*"), or, with respect to a

successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated as of the Delivery Date and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of November 15, 2021 (the "*Indenture*"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Public Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Public Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuance of the Bonds.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

IN THE INDENTURE, THE CITY HAS RESERVED THE RIGHT to issue Refunding Bonds payable from and secured by a lien on and pledge of the sources described above on a parity with this Bond.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of $100,000 and any multiple of $1,000 in excess thereof ("*Authorized Denominations*"). Except to the extent permitted by the Indenture, the City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than $100,000, and any attempt to do so will be void and of no effect.

The Bonds maturing on September 15 in the years _____, ____, ____ and ____ (collectively, "*Term Bonds*"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
_____ __, 20__	$
_____ __, 20__	
_____ __, 20__	
_____ __, 20__*	

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
_____ __, 20__	$
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__*	

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
_____ __, 20__	$
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__*	

Term Bonds maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
_____ __, 20__	$
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__	
_____ __, 20__*	

_____
* Stated Maturity.

At least thirty (30) days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amounts of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such mandatory sinking fund redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least thirty (30) days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced in integral multiples of $1,000 by any portion of such Bonds which, at least thirty (30) days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof.

The City reserves the right and option to redeem Bonds maturing on or after September 15, 20__, in whole or in part, on any date on or after _____ __, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the fifteenth day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture.

A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to $1,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to the Indenture, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed in accordance with the Indenture. The Trustee shall treat each $1,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or portion thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The City has the right to rescind any optional redemption or extraordinary optional redemption described in the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Indenture have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Trustee on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds,

such events shall not constitute an Event of Default under the Indenture, and the Trustee shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, ELLIS COUNTY, TEXAS, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

_____ _____

City Secretary Mayor

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

REGIONS BANK
as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

_____ _____

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on _____ __ in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate

(Information to be inserted from Section 3.2(c))"; and

(iii) the Initial Bond shall be numbered T-1.

Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through CUSIP Global Services, managed by S&P Global Markets Intelligence on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. Except as authorized under Section 4.5 hereof, the City prohibits any Bond to be issued in a denomination of less than $100,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than $100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Bondholders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. **Legal Opinion.**

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. **Establishment of Funds and Accounts.**

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund; and

(vii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Delinquency and Prepayment Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Improvement Area #1 Bond Improvement Account;

(B) Improvement Area #2 Bond Improvement Account; and

(C) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. **Initial Deposits to Funds and Accounts.**

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $_____;

(ii) to the Reserve Account of the Reserve Fund: $_____, which is equal to the initial Reserve Account Requirement;

(iii) to the Improvement Area #1 Bond Improvement Account of the Project Fund: $_____;

(iv) to the Improvement Area #2 Bond Improvement Account of the Project Fund: $_____;

(v) to the Costs of Issuance Account of the Project Fund: $_____; and

(vi) to the Administrative Fund: $_____.

Section 6.3. **Pledged Revenue Fund.**

(a) Immediately upon receipt thereof, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Assessments and Annual Installments, other than (1) the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, which shall be deposited to the Administrative Fund in accordance with Section 6.9 hereof, and (2) any Assessments and Annual Installments in excess of the amounts required to be deposited into the Accounts described in the following sentence. Specifically, following the initial deposit to the Pledged Revenue Fund, the City shall transfer or cause to be transferred the following amounts from the Pledged Revenue Fund to the following Accounts: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund, an amount sufficient to pay debt service on the Bonds next coming due, and (ii) second, if necessary, to the Reserve Account of the Reserve Fund, an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement. Notwithstanding the foregoing, the Additional Interest shall only be utilized for the purposes set forth in Section 6.7 hereof and, immediately following the initial deposit to the Pledged Revenue Fund, prior to any other transfers or deposits being made under this Section 6.3(a), if the Delinquency and Prepayment Reserve Account of the Reserve Fund does not contain the Delinquency and Prepayment Reserve Requirement and Additional Interest is collected, then all such Additional Interest will be transferred into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement is met. In addition, in the event the City owes Rebatable Arbitrage to the United States Government pursuant to Section 6.8 hereof, the City shall provide written direction to the Trustee to transfer to the Rebate Fund, prior to any other transfer under this Section 6.3(a), the full amount of Rebatable Arbitrage owed by the City, as provided in Sections 6.8 and 6.10(f) hereof. If any funds remain on deposit in the Pledged Revenue Fund after the foregoing deposits are made, the City shall have the option, in its sole and absolute discretion, to use such excess funds for any one or more of the following purposes: (1) pay other costs of the Public Improvements, (2) pay other costs permitted by the PID Act, or (3) deposit such excess into the Redemption Fund to redeem Bonds as provided in Article IV. Along with each transfer to the Trustee, the City shall provide a certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond

Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

(d) The Trustee shall transfer Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

(e) Promptly after the deposit of Foreclosure Proceeds into the Pledged Revenue Fund, the Trustee shall transfer such Foreclosure Proceeds first to the Reserve Fund to restore any transfers from the Accounts within the Reserve Fund made with respect to the particular Assessed Property to which the Foreclosure Proceeds relate (first to replenish the Reserve Account Requirement, and second to replenish the Delinquency and Prepayment Reserve Requirement), and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the final payment of the principal and interest on the Bonds and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall transfer any Pledged Revenues remaining in the Pledged Revenue Fund for the purposes set forth in Section 6.3(a) hereof, as directed by the City in a City Order.

Section 6.4. **Bond Fund.**

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account of the Bond Fund and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to Section 6.7(g). Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account of the Bond Fund and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account of the Bond Fund shall be used for the payment of a portion of the interest due on the Bonds on September 15, 2022, attributable to Improvement Area #2. Not later than five Business Days prior to the Interest Payment Date specified above, the Trustee shall withdraw from the Capitalized Interest Account and transfer to the Principal and Interest Account of the Bond Fund all interest due on the Bonds on such Interest Payment Dates. Any amounts on deposit to the Capitalized Interest Account after the foregoing payments shall be transferred to the Improvement Area #2 Bond Improvement Account of the Project Fund, or if the Improvement Area #2 Bond Improvement Account of the

Project Fund has been closed as provided in Section 6.5(d) or (f), such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

(d) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

Section 6.5. **Project Fund.**

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1.

(b)

(1) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to one or more City Orders.

(2) Disbursements from the respective Bond Improvement Account of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment. The funds from the respective Bond Improvement Account of the Project Fund shall be disbursed in accordance with a Certificate for Payment as described in the Reimbursement Agreement. Each such Certificate for Payment shall include a list of the payees and the payments to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such Certificate for Payment or in the invoices submitted therewith and the Trustee may rely on such payment instructions with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

(c) Except as provided in Section 6.5(d) and (f), money on deposit in the Improvement Area #1 Bond Improvement Account of the Project Fund shall be used solely to pay Actual Costs of the Improvement Area #1 Improvements, and money on deposit in the Improvement Area #2 Bond Improvement Account of the Project Fund shall be used solely to pay Actual Costs of the Improvement Area #2 Improvements.

(d) If the City Representative determines in his or her sole discretion that amounts then on deposit in either Bond Improvement Account of the Project Fund are not expected to be expended for purposes of such Bond Improvement Account of the Project Fund due to the abandonment, or constructive abandonment, of one or more of the Public Improvements such that, in the opinion of the City Representative, it is unlikely that the amounts in such Bond Improvement Account of the Project Fund will ever be expended for the purposes of the respective Bond Improvement Account of the Project Fund, the City Representative shall file a City Order with the Trustee which identifies the amounts then on deposit in the applicable Bond Improvement Account of the Project Fund that are not expected to be used for purposes of such

Bond Improvement Account of the Project Fund. If such City Order is so filed, the identified amounts on deposit in such Bond Improvement Account of the Project Fund shall be transferred to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Order filed with the Trustee. Upon such transfers, the applicable Bond Improvement Account of the Project Fund shall be closed.

(e) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(f) Upon the filing of a City Order stating that all Improvement Area #1 Improvements or Improvement Area #2 Improvements, respectively, have been completed and that all Actual Costs have been paid with respect thereto, or that any Actual Costs are not required to be paid from the Improvement Area #1 Bond Improvement Account or Improvement Area #2 Bond Improvement Account, respectively, of the Project Fund pursuant to a Certificate for Payment, the Trustee shall transfer the amount, if any, remaining within the respective Bond Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Order filed with the Trustee. Upon such transfer, the respective Bond Improvement Account of the Project Fund shall be closed.

(g) Upon a determination by the City Representative that all costs of issuance of the Bonds have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to the Principal and Interest Account and used to pay interest on the Bonds, as directed in a City Order filed with the Trustee, and the Costs of Issuance Account shall be closed.

(h) In the event the Developer has not completed the Public Improvements by November 30, 2026, then the City may provide written direction to the Trustee to (i) transfer all funds on deposit in the Bond Improvement Accounts of the Project Fund to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof. Upon such transfers, the Bond Improvement Accounts of the Project Fund shall be closed.

Section 6.6. **Redemption Fund.**

The Trustee shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. **Reserve Fund.**

(a) The City agrees with the Owners of the Bonds to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency and Prepayment Reserve Account on March 15 of each year, commencing March 15, 2022, an amount equal to the Additional Interest until the Delinquency and Prepayment Reserve Requirement has been accumulated in the Delinquency and Prepayment Reserve Account; provided, however, that at any time the amount on deposit in the Delinquency and Prepayment Reserve Account is less than Delinquency and Prepayment Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Delinquency and Prepayment Reserve Account until the Delinquency and Prepayment Reserve Requirement has accumulated in the Delinquency and Prepayment Reserve Account. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Assessment Roll in the Service and Assessment Plan unless and until it receives a City Order directing that a different amount be used. The Additional Interest shall continue to be collected and deposited pursuant to this Section 6.7 until the Bonds are no longer Outstanding.

(b) Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) In the event of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment pursuant to Section 4.4, the Trustee, pursuant to prior written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall or any additional amounts to permit the redemption of Bonds to be redeemed in minimum principal amounts of $1,000 from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4, unless within thirty days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to

apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds, (iii) to one or both Bond Improvement Accounts of the Project Fund to pay Actual Costs if such application and the expenditure of funds is expected to occur within three years of the date hereof or (iv) to the Redemption Fund to be applied to the redemption of the Bonds.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amounts on deposit in the Delinquency and Prepayment Reserve Account exceed the Delinquency and Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and such excess shall be transferred, at the direction of the City pursuant to a City Order, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund. In the event that the Trustee does not receive a City Order directing the transfer of such excess to the Administrative Fund within 45 days of providing notice to the City of such excess, the Trustee shall transfer such excess to the Redemption Fund to redeem Bonds pursuant to Section 4.4 hereof and provide the City with written notification of the transfer. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer in full compliance with this Section.

(f) Reserved.

(g) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Delinquency and Prepayment Reserve Account of the Reserve Fund and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(h) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Delinquency and Prepayment Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds.

(i) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(j) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount and of all Outstanding Bonds on the next date the Bonds may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds on such date.

Section 6.8. **Rebate Fund: Rebatable Arbitrage.**

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the

purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

(b) In order to assure that Rebatable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the City's federal tax certificate for the Bonds, as further set forth in written directions from the City to the Trustee. The Trustee may conclusively rely on such written instructions as set forth in this Section and shall not be responsible for any loss or liability resulting from the investment of funds under this Section, but only so long as the Trustee follows such written instructions in all respects.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Order, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. **Administrative Fund.**

(a) Immediately upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Order solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

Section 6.10. **Investment of Funds.**

(a) Money in any Fund or Account, other than the Reserve Fund, shall be invested by the Trustee in Investment Securities as directed by the City pursuant to a City Order filed with the Trustee; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Fund shall be invested in such Investment Securities as directed by the City pursuant to a City Order filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Order shall be a certification, upon which the Trustee may conclusively rely without investigation or inquiry, that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be

invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee is hereby directed to invest and re-invest cash balances in investments authorized and permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, and only so long as such investments constitute Investment Securities and the money required to be expended from any Fund will be available at the proper time or times.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebatable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Order, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the

Rebatable Arbitrage owed by the City. The City Order shall specify the amount to the transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. **Security of Funds.**

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. **Confirmation of Assessments.**

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the Assessed Property from which the Assessment Revenues will be collected and received.

Section 7.2. **Collection and Enforcement of Assessments.**

(a) For so long as any Bonds are Outstanding, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissib1e under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments.

(b) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessments or the corresponding particular Assessed Property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. **Against Encumbrances.**

(a) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds and Refunding Bonds issued to refund all or a portion of the Bonds, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Section 7.4. **Records, Accounts, Accounting Reports.**

The City hereby covenants and agrees that so long as any Bonds are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and holder or holders of any Bonds or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than twenty days after the City receives such request.

Section 7.5. **Covenants Regarding Tax Exemption of Interest on Bonds.**

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not

"disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of refunding bonds, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the Delivery Date) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) In order to facilitate compliance with the above covenant (a)(9), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, City Manager and Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Costs on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Public Improvements are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the Delivery Date, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of

cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. **Liability of City.**

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and, except for the Trust Estate, no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Trust Estate) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate. Nothing

contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. **Acceptance of Trust; Trustee as Registrar and Paying Agent.**

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and with respect to the Bonds.

Section 9.2. **Trustee Entitled to Indemnity.**

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created

or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making any deposits, payments or transfers (provided such payment or transfer is prior to an Event of Default) when required hereunder, or to deliver any notice when required hereunder. To the extent permitted by law and during the occurrence of an Event of Default, the Trustee shall be entitled to indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers as Trustee, and in such case the Trustee may make transfers from the Administrative Fund, and to the extent money in the Administrative Fund is insufficient, from the Pledged Revenue Fund, to pay all fees, costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. **Responsibilities of the Trustee.**

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; (v) any loss suffered in connection with any investment of funds in accordance with this Indenture; or (vi) to undertake any other action unless specifically authorized pursuant to a written direction by the City or pursuant to this Indenture.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his/her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Public Improvements. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the

Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(d) The Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture.

(f) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(g) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refiling of this Indenture in connection therewith, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(h) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

Section 9.4. **Property Held in Trust.**

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. **Trustee Protected in Relying on Certain Documents.**

(a) The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant that the Trustee shall in good faith reasonably believe to be qualified in relation to the subject matter or is selected by the City in accordance with this Indenture, and the Trustee shall be under no duty to make any investigation or inquiry into, and shall not be deemed to have knowledge of, any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel selected by the Trustee with due care that is nationally recognized in the field of municipal bond law, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Order, unless other evidence in respect thereof be hereby specifically prescribed. Such City Order shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Order shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. **Compensation.**

Unless otherwise provided by contract with the Trustee, the Trustee, at the written direction of the City, shall transfer from the Administrative Fund, the previously determined and agreed upon, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar and extraordinary services rendered, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, all pursuant to a City Order and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Order, and the Trustee shall have a lien therefor

on any and all funds at any time held by it hereunder prior to any Bonds Outstanding. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trustee has reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee shall make such payment from lawfully available funds in the Administrative Fund, and to the extent moneys in the Administrative Fund are insufficient then from any moneys in its possession under the provision of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder. The right of the Trustee to fees, expense, and indemnification, to the extent permitted by law, shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. **Permitted Acts.**

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority of the Bonds. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be liable for any permissive actions taken except as a consequence of its own negligence or misconduct.

Section 9.8. **Resignation of Trustee.**

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 60 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor. Notwithstanding the foregoing, if, after 60 days following receipt of the notice, the City has not appointed a successor Trustee, the Trustee may apply to a court of competent jurisdiction to appoint a successor Trustee, at no expense to the City, and such resignation shall take effect upon the court's appointment of a successor Trustee.

Section 9.9. **Removal of Trustee.**

The Trustee may be removed at any time by (i) the Owners of at least a majority in aggregate Outstanding principal amount of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% in aggregate Outstanding principal amount of the Bonds.

Section 9.10. **Successor Trustee.**

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 50% of the aggregate Outstanding principal amount of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Owners of the Bonds, the City shall forthwith (and in no event in excess of 30 days after such vacancy occurs) appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. **Transfer of Rights and Property to Successor Trustee.**

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall

become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and, upon the receipt of payment of its outstanding charges, shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. **Merger, Conversion or Consolidation of Trustee.**

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. **Trustee To File Continuation Statements.**

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided herein, and such pledge is, under current law, valid, effective and perfected. If necessary, the Trustee shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "*UCC*"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC; provided unless the Trustee is otherwise notified by the City, the Trustee may conclusively rely upon the initial filing statements delivered to it in filing any continuation statements hereunder. The Trustee is not responsible for the initial filing of any financing statements.

Section 9.14. **Accounts, Periodic Reports and Certificates.**

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. **Construction of Indenture.**

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. **Amendments Permitted.**

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of the Bonds of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding and City approval of such modification or amendment. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate, or any portion thereof, superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except for the issuance of Refunding Bonds or as otherwise permitted by Applicable Laws or this Indenture), or (iii) reduce the percentage of Owners of the Bonds required for the amendment hereof. Any such amendment shall not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law, and only for anyone or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to authorize the issuance of Refunding Bonds pursuant to Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Section 10.2. **Owners' Meetings.**

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt reasonable rules and regulations for the conduct of said meeting; provided, however, that the same may not conflict with the terms of this Indenture. Without limiting the generality of the immediately preceding sentence, such rules and regulations may not reduce the percentage of Owners of Bonds required for the amendment of this Indenture as provided herein.

Section 10.3. **Procedure for Amendment with Written Consent of Owners.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically

provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. **Procedure for Amendment Not Requiring Owner Consent.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. The City shall direct the Trustee to provide a copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Owner consent, mailed by first class mail to each Owner of Bonds, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Owners of all Bonds as of the date of such execution and delivery.

Section 10.5. **Effect of Supplemental Indenture.**

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. **Endorsement or Replacement of Bonds Issued After Amendments.**

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.7. **Amendatory Endorsement of Bonds.**

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.8. **Waiver of Default.**

With the written consent of the Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.9. **Execution of Supplemental Indenture.**

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. **Events of Default.**

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2; and

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture, other than a default under (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which shall give such notice at the written request of the Owners of not less than fifty-one percent (51%) in principal amount of the Bonds then Outstanding; provided, however, if the default stated in the notice is capable of cure but cannot reasonably be cured within the applicable period, the City shall be entitled to a further extension of time reasonably necessary to remedy such default so long as corrective action is instituted by the City within the applicable period and is diligently pursued until such failure is corrected, but in no event for a period of time of more than one hundred eighty (180) days after such notice.

(iv) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter.

Section 11.2. **Immediate Remedies for Default.**

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than fifty-one percent (51%) in principal amount of the Bonds then Outstanding hereunder shall proceed, to protect and enforce the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms, specifically, in inverse order of value pursuant to a certified appraisal of real or personal property or market value of investments as set forth in the U.S. Stock Exchange, and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the reasonable judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. **Restriction on Owner's Action.**

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee

has been notified in writing as provided in Section 11.1, or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of not less than fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee written evidence of indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of not less than fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners of Bonds shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners of Bonds, then and in every such case the City, the Trustee and the Owners of Bonds shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. **Application of Revenues and Other Moneys After Default.**

(a) All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according

to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

The Trustee shall make payments to the Owners of Bonds pursuant to this Section 11.4 within thirty (30) days of receipt of such good and available funds, and the record date shall be the date the Trustee receives such good and available funds.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. **Effect of Waiver.**

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. **Evidence of Ownership of Bonds.**

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation

or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. **No Acceleration.**

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. **Mailing of Notice.**

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. **Exclusion of Bonds.**

Bonds owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. **Representations as to Trust Estate.**

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will provide written direction to the Trustee to take all steps reasonably

necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. **General.**

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. **Further Assurances; Due Performance.**

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. **Other Obligations or Other Liens; Refunding Bonds.**

(a) The City reserves the right to issue obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Trust Estate, or any portion thereof.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, or any portion thereof, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) Notwithstanding any contrary provision of this Indenture, but subject to Section 7.3, the City shall not issue additional bonds, notes or other obligations under this Indenture, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State.

Section 13.3. **Books of Record.**

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Trust Estate and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. **Trust Irrevocable.**

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. **Satisfaction of Indenture.**

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. **Bonds Deemed Paid.**

(a) Any Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities that mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to

this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Owners of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

(c) Until all Defeased Debt shall have become due and payable, the Trustee and the Paying Agent/Registrar each shall perform the services of Trustee and Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Indenture.

ARTICLE XV

MISCELLANEOUS

Section 15.1. **Benefits of Indenture Limited to Parties.**

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. **Successor is Deemed Included in All References to Predecessor.**

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. **Execution of Documents and Proof of Ownership by Owners.**

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. **No Waiver of Personal Liability.**

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. **Notices to and Demands on City and Trustee.**

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, and addressed as follows:

If to the City	City of Venus, Texas 700 W. U.S. Hwy 67 Venus, Texas 76084 Attn: Finance Director Telephone: (972) 366-3348
If to the Trustee, initially also acting in the capacity of Paying Agent/Registrar	Regions Bank 3773 Richmond Ave., Suite 1100 Houston, Texas 77046 Attn: Corporate Trust Administration Telephone: (713) 244-8041

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the parry effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Owner of a Bond notice of the redemption or defeasance of all Bonds Outstanding.

Section 15.6. **Partial Invalidity.**

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that anyone or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. **Applicable Laws.**

This Indenture shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State.

Section 15.8. **Payment on Business Day.**

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. **Counterparts.**

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. **No Boycott of Israel.**

The Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law or the Texas Constitution. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to

penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 15.11. **No Terrorist Organization.**

The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 15.12. **No Boycott of Energy Companies.** To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or Federal law or the Texas Constitution. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above

Section 15.13. **No Discrimination of Firearms Entities.** To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice,

policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law or the Texas Constitution.

As used in the foregoing verification and the following definitions,

(a) 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(b) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF VENUS, TEXAS

By: _____
Mayor

Attest:

_____
City Secretary

(CITY SEAL)

City Signature Page to Indenture of Trust

REGIONS BANK
as Trustee

By: _____
Authorized Officer

Trustee Signature Page to Indenture of Trust

EXHIBIT B

BOND PURCHASE AGREEMENT

(See attached)

$[PRINCIPAL]
CITY OF VENUS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

BOND PURCHASE AGREEMENT

November 8, 2021

City of Venus, Texas
700 W. US Highway 67
Venus, Texas 76084

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the City of Venus, Texas (the "City"), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (as defined herein) between the City and Regions Bank, as trustee (the "Trustee"), authorizing the issuance of the Bonds (as defined herein), and in the Limited Offering Memorandum (as defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the $[PRINCIPAL] aggregate principal amount of the "City of Venus, Texas, Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District)" (the "Bonds"), at a purchase price of $[_____] (representing the aggregate principal amount of the Bonds, less an Underwriter's discount of $[_____]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a "municipal advisor" (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's length commercial transaction between the City and the Underwriter, (ii) in

connection with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from those of the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Public Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated November 30, 2021 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on November 30, 2021 (or such other date as may be agreed to by the City and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the "City Council") on November 8, 2021 (the "Bond Ordinance") and shall be issued pursuant to the provisions of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of November 15, 2021, between the City and the Trustee, authorizing the issuance of the Bonds (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by the "Trust Estate" consisting primarily of revenue from proceeds of special assessments (the "Assessments") levied on the assessable parcels within the Patriot Estates Public Improvement District (the "District"). The District was established by a resolution enacted by the City Council on November 9, 2020 (the "Creation Resolution"), in accordance with the Act. The Assessments were levied in accordance with a service and assessment plan, adopted by the City Council on November 8, 2021 (the "Service and Assessment Plan"), pursuant to an ordinance (the "Assessment Ordinance" and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the "Authorizing Documents"). The Bonds shall be further secured by certain applicable funds and accounts created pursuant to the Indenture.

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the actual costs of the Public Improvements, (ii) paying a portion of the interest on the

Bonds during and after the period of acquisition and construction of the Public Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District and (v) paying the costs of issuance of the Bonds.

3. Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (as defined herein) or "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act)). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (as defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

a. Definitions. For purposes of this Section 4, the following definitions apply:

(i) "*Public*" means any person (including an individual, trust, estate, partnership, association, company or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(ii) "*Participating Underwriter*" means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

(iii) "*Related Party*" means any two or more persons who are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) "*Sale Date*" means the date of execution of this Agreement by all parties.

b. Issue Price Certificate. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at Closing an Issue Price Certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the initial offering price (the "Initial Offering Price") or prices or the sales price or prices to the Public of the Bonds. As applicable, all actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's financial advisor and any notice or report to be provided to the City may be provided to the City's financial advisor.

c. Substantial Amount Test. The City will treat the Initial Offering Price at which at least ten percent (a "Substantial Amount") in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the "Substantial Amount Test") as the issue price of that maturity (or each separate CUSIP number within that maturity). Those maturities of the Bonds which do not satisfy the Substantial Amount Test (the "Hold-the-Price Maturities") will be identified in the Issue Price Certificate and will be subject to the Hold-the-Price Restriction (as hereinafter defined). At or promptly after the execution of this Agreement, the Underwriter will report to the City the price or prices at which the Underwriter has offered and sold to the Public each maturity of the Bonds.

d. Hold-The-Price Restriction. The Underwriter agrees that it will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date or (ii) the date on which the Underwriter has sold a Substantial Amount of such Hold-the-Price Maturity to the Public at a price that is no higher than the Initial Offering Price of such Hold-the-Price Maturity (the "Hold-the-Price Restriction"). The Initial Offering Price of the Hold-the-Price Maturities shall be the issue price for such maturities.

The Underwriter shall promptly advise the City when the Underwriter has sold a Substantial Amount of each such Hold-The-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price of such Hold-The-Price Maturity, if that occurs prior to the close of the fifth business day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph (4), the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-the-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution agreement that was employed in connection with the sale of the Bonds, the agreement of

each such underwriter, dealer or broker-dealer that is a party to such agreement to comply with the Hold-the-Price Restriction, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Participating Underwriter will be solely liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-the-Price Restrictions as applicable to the Bonds.

e. Agreements Among Participating Underwriters. The Underwriter confirms that (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires, and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires.

f. Sale to Related Party not a Sale to the Public. The Underwriter acknowledges that sales of any Bonds to any person that is a Related Party to the Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to the Underwriter purchases during the initial offering period all of a Hold-The-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer or otherwise dispose of such Bonds for at least five business days from the Sale Date, or (ii) comply with the Hold-The-Price Restriction.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [October __], 2021, (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the limited public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the limited public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the limited public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such

quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the twenty-fifth (25th) day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the "Non-City Disclosures") (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions "PLAN OF FINANCE — Development Plan" and " — Single-Family Residential Development," "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY-ONLY SYSTEM," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "THE PID ADMINISTRATOR," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "SUITABILITY FOR INVESTMENTS," "CONTINUING DISCLOSURE — The Developer" and " — The Developer's Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE" and "APPENDIX E-2. "If such notification shall be subsequent to the Closing (as defined herein), the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such

amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one (1) business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five (35) persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act) or "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the Patriot Estates Public Improvement District Reimbursement Agreement, effective as of [_____], 2021 (the "Reimbursement Agreement"), executed and delivered by the City and LGI Homes – Texas, LLC, a Texas limited liability company (the "Developer");

(4) the Landowner Agreement, entered into as of [November 8], 2021, among the City and the Developer (the "Landowner Agreement");

(5) the Development Agreement by and between the City and the Developer, effective as of November 9, 2020 (the "Development Agreement"); and

(6) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of November 15, 2021 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City,

P3Works, LLC, (the "PID Administrator") and Regions Bank, as "Dissemination Agent."

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Reimbursement Agreement, (4) the Landowner Agreement, (5) the Development Agreement, (6) the Continuing Disclosure Agreement of Issuer and (7) the Limited Offering Memorandum (the documents described by subclauses (1) through (7) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the Bond Ordinance and the other City Documents.

d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City

Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Assessment Roll (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and

prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to Section 5(d) of this Agreement) at all times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

l. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all

times subsequent thereto during the period up to and including the twenty-fifth (25th) day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

m. Compliance with Rule 15c2-12. During the past five (5) years, the City has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

r. Financial Advisor. The City has engaged Hilltop Securities Inc. as its financial advisor (the "Financial Advisor") in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer an executed Developer Letter of Representations (the "Developer Letter of Representations") in the form of Appendix A hereto, and, at the Closing, a certificate signed by the Developer as set forth in Section 10(e) hereof (the "Developer Closing Certificate").

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton L.L.P. ("Bond Counsel"), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter or Underwriter's Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond

Counsel and Underwriter's Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Sanford Kuhl Hagan Kugle Parker Kahn LLP ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Reimbursement Agreement, the Landowner Agreement, the Development Agreement, the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of November 15, 2021, executed and delivered by the Developer, the PID Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Developer") and the Patriot Estates Public Improvement District Completion Agreement effective as of November 8, 2021 by and between the Developer and Regions Bank, in its capacity as Trustee for the Bonds (the "Completion Agreement" and, together with the Developer Letter of Representation, the Reimbursement Agreement, the Landowner Agreement, the Development Agreement and the Continuing Disclosure Agreement of Developer, the "Developer Documents"); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Public Improvements and the Development (as defined in the Limited Offering Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or complete the Public Improvements.

d. Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release,

other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture need to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance services is not in force on the date hereof; or

(4) there shall have occurred (whether or not foreseeable) (i) any outbreak of hostilities (including, without limitation, an act of terrorism) including, but not limited to, an escalation of hostilities that existed prior to the date hereof, (ii) national or international calamity or crisis, including, but not limited to, an escalation in the scope or magnitude of any natural disaster, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the Closing Date, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and in the Limited Offering

Memorandum but that Bond Counsel has reviewed the statements and information appearing in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions and subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only) and "— Legal Opinions," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," "INVESTMENTS" and "APPENDIX B," and Bond Counsel is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) The City has or at the time of the adoption thereof had full power and authority to adopt the Creation Resolution, the Assessment Ordinance and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Reimbursement Agreement, the Landowner Agreement, the Development Agreement, the Continuing Disclosure Agreement of Issuer, and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to governmental entities.

c. City Legal Opinion. An opinion of the attorney for the City, Halla Law Firm (the "City Attorney"), dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

d. Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Underwriter, the City Attorney and the Trustee.

e. Developer Closing Certificate. The Developer Closing Certificate dated as of the Closing Date, signed by authorized officers of the Developer in substantially the form of Appendix E hereto.

f. City Closing Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City official, to the effect that:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

g. Trustee's Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) The Trustee is duly organized, validly existing and in good standing as an Alabama banking corporation organized under the laws of the United States of America, with full corporate power and authority to conduct its business and affairs as Trustee;

(ii) The Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture;

(iii) The Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms; and

(iv) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

i. Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Orrick, Herrington & Sutcliffe LLP, ("Underwriter's Counsel"), to the effect that:

(i) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(ii) Such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Limited Offering Memorandum or in the Limited Offering Memorandum and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. In its capacity as counsel to the Underwriter, to assist the Underwriter in part of its responsibility with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, such counsel has participated in conferences with representatives of the Underwriter, representatives of the City, and its counsel, McCall, Parkhurst & Horton L.L.P., as bond counsel, Hilltop Securities Inc., as financial advisor, the public improvement district administrator, representatives of the Developer, its counsel, Sanford Kuhl Hagan Kugle Parker Kahn LLP, and its engineers and consultants and others, during which the contents of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences (which, with respect to the Preliminary Limited Offering Memorandum, did not extend beyond the date of this Agreement, and, with respect to the Limited Offering Memorandum, did not extend beyond its date), and in reliance thereon, on oral and written statements and representations of the City, the Developer and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the Underwriter as a matter of fact and not opinion that, during the course of such counsel's representation of the Underwriter on this matter, (a) no facts had

come to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Limited Offering Memorandum which caused such counsel to believe, as of the date of the Preliminary Limited Offering Memorandum and as of the date of this Agreement, based on the documents, drafts and facts in existence and reviewed as of those dates, that the Preliminary Limited Offering Memorandum contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except any information marked as preliminary or subject to change, any information permitted to be omitted by Securities and Exchange Commission Rule 15c2-12 or otherwise left blank and any other differences with the information in the Limited Offering Memorandum), and (b) no facts had come to the attention of the attorneys in such counsel's firm rendering legal service to the Underwriter in connection with the Limited Offering Memorandum which caused such counsel to believe that the Limited Offering Memorandum contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, such counsel expressly excludes from the scope of this paragraph and expresses no view or opinion, with respect to both the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, about any CUSIP numbers, financial, accounting, statistical or economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any information about verification, feasibility, valuation, appraisals, absorption, real estate or environmental matters, relationship among the parties, Appendices, or any information about book-entry, DTC, Cede & Co., underwriting or underwriter, tax matters, included or referred to therein or omitted therefrom. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum; and

(iii) The Continuing Disclosure Agreement of Issuer satisfies the requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) for an undertaking for the benefit of the holders of the Bonds to provide the information at the times and in the manner required by said Rule; provided that, for purposes of this opinion, such counsel is not expressing any view regarding the content of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum that is not expressly stated in numbered paragraph ii, above.

j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

m. Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of Issuer and the Continuing Disclosure Agreement of Developer shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of PID Administrator. Letter of Representation of the PID Administrator, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

q. Evidence of Filing of Creation Resolution and Assessment Ordinance. Evidence that (i) the Creation Resolution including a legal description of the District by metes and bounds and (ii) the Assessment Ordinance, including the legal description of the property within the District, the assessment rolls and a statement indicating the contact for and address of where a copy of the Service and Assessment Plan, and any updates thereto may be obtained or viewed have been filed of record in the real property records of Ellis and Johnson Counties, Texas.

r. Developer Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State and (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

s. Rule 15c2-12 Certification. A resolution, ordinance or certificate whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds, which certification may be included in the Bond Ordinance.

t. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of Issuer and

the Continuing Disclosure Agreement of Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

u. BLOR. A copy of the current Blanket Issuer Letter of Representation to DTC signed by the City.

v. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or Underwriter's Counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be delivered by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds; (iv) the Attorney General's review fees; (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the PID Administrator; and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its limited public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation

whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Venus, Texas, 700 W. US Highway 67, Venus, Texas 76084, Attention: Director of Finance.

Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Section 16 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this

Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

23. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or Texas law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

24. No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations

with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

25. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

a. "discriminate against a firearm entity or firearm trade association," a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

b. "firearm entity," a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer,

bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

c. "firearm trade association," a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

26. Affiliate. As used in Sections 22 through 25, the Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

27. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name: Theodore A. Swinarski
Title: Senior Vice President - Trading

Accepted at _____ a.m./p.m. central time on the date first stated above.

City of Venus, Texas

By: _____
Mayor

SCHEDULE I

$[PRINCIPAL]
CITY OF VENUS, TEXAS
(a municipal corporation of the State of Texas located in Ellis and Johnson Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

Interest Accrues From: Date of Delivery

$[_____] [_____%] Term Bonds, Due September 15, 20[__], Priced to Yield [_____%] [(a) (b) (c)]

$[_____] [_____%] Term Bonds, Due September 15, 20[__], Priced to Yield [_____%] [(a) (b) (c)]

$[_____] [_____%] Term Bonds, Due September 15, 20[__], Priced to Yield [_____%] [(a) (b) (c)]

(a) [The initial reoffering prices or yields of the Bonds have been determined in accordance with the 10% test.]

(b) The Bonds maturing on or after September 15, 20__ may be redeemed before their scheduled maturity date, in whole or in part, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date of redemption.

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(d) The Bonds maturing September 15, 20__, are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedule.

$_____ Term Bonds due September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__†	

† Stated Maturity.

The Bonds maturing September 15, 20__, are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedule.

$_____ Term Bonds due September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__†	

† Stated Maturity.

The Bonds maturing September 15, 20__, are also subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installment Amounts as set forth in the following schedule.

$_____ Term Bonds Maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount	Redemption Date	Sinking Fund Installment Amount
September 15, 20__	$	September 15, 20__	$
September 15, 20__		September 15, 20__	
September 15, 20__		September 15, 20__	
September 15, 20__		September 15, 20__	
September 15, 20__		September 15, 20__†	

† Stated Maturity.

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

$[PRINCIPAL]
CITY OF VENUS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

DEVELOPER LETTER OF REPRESENTATIONS

November 8, 2021

City of Venus, Texas
700 W. US Highway 67
Venus, Texas 76084

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Venus, Texas (the "City") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $[PRINCIPAL] "City of Venus, Texas, Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, LGI Homes – Texas, LLC, a Texas limited liability company (the "Developer"), makes the representations, warranties, and covenants contained in this Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer

required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan," " — Single-Family Residential Development," and "— Additional Indebtedness," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT" and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and " — The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION — Developer," "APPENDIX E-2," "APPENDIX F," and "APPENDIX G" (collectively, the "Developer Disclosures") in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

a. this Developer Letter of Representations;

b. the Patriot Estates Public Improvement District Reimbursement Agreement, effective as of [_____], 2021 (the "Reimbursement Agreement"), executed and delivered by the City and the Developer;

c. the Landowner Agreement, entered into as of [November 8], 2021, among the City and the Developer (the "Landowner Agreement");

d. the Development Agreement by and between the City and the Developer, effective as of November 9, 2020 (the "Development Agreement");

e. the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of November 15, 2021 (the "Continuing Disclosure Agreement of

Developer"), executed and delivered by the Developer, P3Works, LLC, (the "PID Administrator") and Regions Bank, as "Dissemination Agent"; and

f. the Patriot Estates Public Improvement District Completion Agreement, effective as of November 8, 2021, by and between the Developer and Regions Bank, in its capacity as trustee for the Bonds.

The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Developer is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

b. Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the "Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

c. No Breach. The execution and delivery of the Developer Documents by Developer does not violate any judgment, order, writ, injunction or decree binding on Developer or any indenture, agreement, or other instrument to which the Developer is a party.

d. No Litigation. Other than as described in the Preliminary Limited Offering Memorandum and in the Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

e. Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

f. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

g. Events of Default. No "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Public Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default" by the Developer, has occurred and is continuing.

5. Indemnification.

a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be

entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page follows.]

LGI HOMES-TEXAS, LLC,
a Texas limited liability company

By:_____
Name: _____
Title: _____

APPENDIX B

$[PRINCIPAL]
CITY OF VENUS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc., ("Purchaser"), with respect to the "City of Venus, Texas, Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District)," issued by the City of Venus, Texas ("Issuer") in the principal amount of $[PRINCIPAL] ("Bonds"), hereby certifies, based on its records and information, as follows:

(a) [Other than the Bonds maturing in _____ ("Hold-the-Price Maturities"), the][The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms (a "Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the "Public") is set forth in the final Limited Offering Memorandum relating to the Bonds.

(Add (b) and (c) only if there are Hold-the-Price maturities)

(b) On or before the first day on which the Bond Purchase Agreement is entered into (the "Sale Date"), the Purchaser offered to the Public each Maturity of the Hold-the-Price Maturities at their respective initial offering prices (the "Initial Offering Prices"), as listed in the final Limited Offering Memorandum relating to the Bonds.

(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such Maturity until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term "Underwriter" means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in

the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature page follows.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____, 2021.

FMSbonds, Inc.,
as Underwriter

By:_____

Name: Theodore A. Swinarski
Title: Senior Vice President – Trading

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

[LETTERHEAD OF HALLA LAW FIRM]

November 30, 2021

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Regions Bank
3773 Richmond Ave., Suite 1100
Houston, Texas 77046

City of Venus, Texas
700 W. US Highway 67
Venus, Texas 76084

$[PRINCIPAL]
CITY OF VENUS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

Ladies and Gentlemen:

We are the Attorney for the City of Venus, Texas (the "City") for limited purposes and are rendering this opinion in connection with the issuance and sale of $[PRINCIPAL] "City of Venus, Texas, Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District)" (the "Bonds"), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to an ordinance enacted by the City Council of the City (the "City Council") on November 8, 2021 (the "Bond Ordinance") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of November 15, 2021 (the "Indenture") by and between the City and Regions Bank, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, we have reviewed the:

(a) The resolution creating the District adopted by the City Council on November 9, 2020, (the "Creation Resolution");

(b) The ordinance levying the Assessments adopted by the City Council on November 8, 2021 (the "Assessment Ordinance"), and the service and assessment plan (the "Service and Assessment Plan") attached as an exhibit thereto;

(c) The Bond Ordinance;

(d) The Indenture;

(e) the Patriot Estates Public Improvement District Reimbursement Agreement, effective as of [_____], 2021 (the "Reimbursement Agreement"), executed and delivered by the City and LGI Homes-Texas, LLC, a Texas limited liability company (the "Developer");

(f) the Landowner Agreement, entered into as of [November 8], 2021, among the City and the Developer (the "Landowner Agreement");

(g) the Development Agreement by and between the City and the Developer, effective as of November 9, 2020 (the "Development Agreement"); and

(h) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of November 15, 2021 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, P3Works, LLC, (the "PID Administrator") and Regions Bank, as "Dissemination Agent."

The Creation Resolution, the Assessment Ordinance, the Indenture and the Bond Ordinance shall herein after be referred to as the "Authorizing Documents" and the remaining documents shall herein after be collectively referred to as the "City Documents."

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City. Our firm is not a bond counsel firm, nor does it advertise itself as one, nor does it regularly practice in the bond area of law. Our firm has relied greatly upon Bond Counsel in the drafting of the Authorizing Documents and commenting on the City Documents, other than the Development Agreement.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein and with consultation with City representatives such as Bond Counsel and the PID Administrator, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. To the best of my knowledge and belief, the City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or, to the best of our knowledge, threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Area #1 of the District pursuant to the provisions of the Assessment Ordinance, the Bond Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or

affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City; and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (a) through (f) of this sentence.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. To the best of my knowledge, City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. To the best of my knowledge and belief, the City has duly authorized and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation — The City," "CONTINUING DISCLOSURE — The City" and " — The City Compliance with Prior Undertakings" and "APPENDIX A" is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

[Signature page follows]

Very truly yours,

_____

APPENDIX D

[LETTERHEAD OF SANFORD KUHL HAGAN KUGLE PARKER KAHN LLP]

November 30, 2021

City of Venus, Texas
700 W. US Highway 67
Venus, Texas 76084

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201

Regions Bank
3773 Richmond Ave., Suite 1100
Houston, Texas 77046

Halla Law Firm
6371 Preston Road, #200
Frisco, Texas 75034

$[PRINCIPAL]
CITY OF VENUS, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

Ladies and Gentlemen,

We have acted as special counsel for LGI Homes – Texas, LLC, a Texas limited liability company (the "Developer"), in connection with the issuance and sale by the City of Venus, Texas (the "City") of $6,977,000 City of Venus, Texas, Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District) (the "Series 2021 Bonds"), pursuant to the Indenture of Trust, dated November 15, 2021 (the "Indenture"), entered into by and between the City and Regions Bank as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the Patriot Estates Public Improvement District (the "District"). Developer is also, at times, referred to herein as our "Client."

The Series 2021 Bonds are being sold to FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated November 8, 2021, by and between the City and the Underwriter (the "Bond Purchase Agreement"). This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined have the meanings ascribedto them in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents previously executed or being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Series 2021 Bonds (collectively, the "Documents"):

(1) the Developer Letter of Representations dated November 8, 2021 executed by the Developer pursuant to Section 7 of the Bond Purchase Agreement;

(2) the Development Agreement dated November 9, 2020 executed by the Developer and the City;

(3) the Patriot Estates Public Improvement District Reimbursement Agreement dated _____, 2021 executed by the Developer and the City;

(4) the Landowner Agreement dated November 8, 2021 executed by the City and the Developer; and

(5) the Patriot Estates Public Improvement District Completion Agreement, effective as of November 8, 2021, by and between the Developer and Regions Bank, in its capacity as trustee for the Bonds; and

(6) the Continuing Disclosure Agreement of Developer executed by the Developer, P3Works, LLC and Regions Bank, dated November 15, 2021.

(b) the Closing certificate of Developer dated November 30, 2021 executed by the Developer pursuant to Section 7 of the Bond Purchase Agreement;

(c) The Preliminary Limited Offering Memorandum, dated October 26, 2021, relating to the issuance of the Series 2021 Bonds as authorized by the City (the "Preliminary Limited Offering Memorandum"); and

(d) The final Limited Offering Memorandum relating to the issuance of the Series 2021 Bonds, dated November 8, 2021, as authorized by the City (the "Limited Offering Memorandum").

[In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Developer the principal attorneys in this firm involved in the current actual transaction do not have actual

knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.]

In rendering the opinions set forth herein, we have assumed, without independent investigation, that (i) all persons other than our Client have duly and validly executed and delivered each instrument, document, and agreement constituting a Document or executed in connection therewith to which such party is a signatory, and each such party's obligations set forth therein are its legal, valid, and binding obligations, enforceable in accordance with the terms thereof; (ii) each person executing any such instrument, document, or agreement other than our Client is duly authorized and has the legal power to do so; (iii) each natural person executing any such instrument, document, or agreement is legally competent to do so; (iv) there are no oral or written modifications of, or amendments to, the Documents, and there has been no waiver of any of the provisions thereof, by actions or conduct of the parties or otherwise; (v) all representations of fact set forth in the Documents are complete and accurate, insofar as such facts pertain to the subject matter of the opinions rendered hereby; (vi) all documents submitted to us as originals are complete and authentic, all documents submitted to us as certified, conformed or photostatic copies conform to the original documents, all signatures on all documents submitted to us for examination are genuine, and all public records and certificates of public officials are accurate and complete; (vii) that no laws or judicial, administrative, or other action of any governmental entity of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein; and (viii) that the execution and delivery by each party of, and performance of its agreements in, the Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Documents.

We assume that none of the parties to the Documents (other than the Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Documents (other than the Developer) has full authority to close this transaction in accordance with the terms and provisions of the Documents.

We assume that the City nor its counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We bring to your attention that as special counsel, we have only been engaged by our Client in connection with the Documents (and the transactions contemplated in the Documents) and do not represent Client generally.

Opinions

Based solely upon the foregoing, and subject to the assumptions, qualifications andlimitations set forth herein, we are of the opinion that:

(a) The Developer is validly existing and is in good standing under the laws of the State of Texas.

(b) The Developer has the requisite power to execute, deliver and perform its obligations under each of the Documents to which it is a party and has taken all necessary action to authorize the execution and delivery of such Documents and the performance by the Developer of the obligations under such Documents.

(c) The execution and delivery by the Developer of the Documents to which it is a party and the performance by the Developer of its obligations under the Documents will not:

(i) violate any provision of any existing law, statute, rule or regulation applicable to the Developer under the laws of the State of Texas nor subject the Developer to a fine, penalty or other similar sanctions under any law, statute, rule or regulation applicable to the Developer; or

(ii) violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Developer, nor will the performance of the agreements in the Documents violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Developer.

(d) The execution, delivery and performance by the Developer of the Documents to which it is a party do not constitute a breach of or default under any existing loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Client is a party or is otherwise subject, which violation, breach or default would materially adversely affect the Developer or the transactions contemplated by the Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any

lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer, except as expressly described in the Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

(e) To our knowledge, no consent, approval, authorization or other action by, or filing with, any governmental authority is required for the execution and delivery by theDeveloper of the Documents to which the Developer is a party, other than as are required with respect to the financing transaction evidenced thereby.

(f) The Developer has duly executed and delivered each of the Documents to which it is a party, and each of such Documents constitutes the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

(g) No taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by the Developer on account of its execution or delivery of any of the Documents or the recording or filing of any of the Documents in the Official Public Records of Ellis or Johnson Counties, Texas, except for normal filing or recording fees.

Assurances

Subject to the assumptions, qualifications and limitations set forth herein, we provide youthe following assurances:

(a) There are no actions, suits or proceedings pending or threatened against the Developer identified in the Closing Certificate of Developer or to our knowledge in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Documents to which it is a party; (iii) the validity or enforceability against it of such Documents or the transactions contemplated thereby; (iv) the titles of the persons executing the Documents on its behalf; (v) the execution and delivery of the Documents on behalf of the Developer; (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer; or (vii) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum.

(b) As special counsel to the Developer, we reviewed the portions of the Preliminary Offering Memorandum and the Limited Offering Memorandum under the sections “PLAN OF FINANCE — Development Plan” and “— Single Family Residential Development,” “AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,”

"BONDHOLDERS' RISKS (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum)," "LEGAL MATTERS — Litigation — The Developer," "CONTINUING DISCLOSURE — The Developer" and " — The Developer's Compliance with Prior Undertakings," " SOURCES OF INFORMATION — Developer," "APPENDIX E-2," "APPENDIX F" and "APPENDIX G," with such review being limited to information pertaining to the Developer, the Authorized Improvements and the Development (as such terms are defined in the Limited Offering Memorandum) (collectively, the "Developer Statements"), and such Developer Statements adequately and fairly describe the information summarized thereunder and are correct as to matters of law. We did not participate in the preparation of the documents incorporated by reference in the Limited Offering Memorandum or in the preparation of any other portions of the Limited Offering Memorandum, other than the Developer Statements (provided that we did participate in the preparation of the Service and Assessment Plan, the Reimbursement Agreement attached as appendices to the Limited Offering Memorandum). The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Limited Offering Memorandum, and we have not undertaken to verify independently any of such factual matters. Moreover, many of the determinations required to be made in the preparation of the Limited Offering Memorandum involve matters of a non-legal nature. Subject to the foregoing and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that nothing came to our attention that caused us to believe that the Developer Statements in the Preliminary Limited Offering Memorandum, as of its date and the date of the Bond Purchase Agreement, and the Limited Offering Memorandum, as of its date and the date hereof, contained or contain any untrue statement of a material fact or omitted or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that we do not express any belief with respect to the financial statements or other financial, engineering, statistical or accounting data or information, or any information incorporated by reference or the appendices attached to the Limited Offering Memorandum. The negative assurance provided in this paragraph is furnished by us only to Underwriter, is solely for the benefit of Underwriter in its capacity as Underwriter to assist Underwriter in establishing defenses under applicable securities laws and may not be used, quoted or relied upon or otherwisereferred to for any other purpose or by any other person (including any person purchasing securities from Underwriter and any other addressees of this letter).

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions and assurances set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Closing Certificate of Developer, as well as the representations of the Developer contained in the Documents, with respect to certain facts material to our opinion and in providing any assurances contained herein. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Except for the Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(d) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America. We do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(e) No opinions or statements are implied beyond those expressly stated in this opinion letter. Without limiting the generality of the preceding sentence, unless explicitly addressed in this opinion letter, the opinions and confirmations set forth in this opinion letter do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (a) securities laws, "Blue Sky" laws, and laws relating to commodity (and other) futures and indices and other similar instruments; (b) margin regulations; (c) pension and employee benefit laws and regulations; (d) antitrust and unfair competition laws; (e) laws concerning filing and notice requirements, other than requirements applicable to charter-related documents such as a certificate of merger; (f) compliance with fiduciary duty requirements; (g) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities, and special political subdivisions, and judicial

decisions to the extent that they deal with any of the foregoing matters in this paragraph; (h) the creation, attachment, perfection, or priority of a lien, or security interest in, or to, collateral, or enforcement of a security interest in collateral comprising personal property; (i) environmental laws; (j) zoning, land use, condominium, cooperative, subdivision, and other development laws; (k) tax laws; (l) patent, copyright and trademark, state trademark, and other intellectual property laws; (m) racketeering laws; (n) health and safety laws; (o) labor laws; (p) laws concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture; (q) laws of general application to the extent it provides for criminal prosecution (e.g., mail fraud and wire fraud statutes); (r) bulk transfer laws; (s) laws concerning access by the disabled and building codes; (t) title to any property, the characterization of any property as real property, personal property, or fixtures, orthe accuracy or sufficiency of any description of collateral or other property; and (u) usury.

(f) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property nor do we express any opinion with regarding to the sufficiency or accuracy of any legal descriptions contained in the Documents.

(g) The opinions expressed herein regarding the enforceability of the Documents is subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(h) The opinion expressed herein as to the enforceability of the Documents is specifically subject to the qualification that enforceability of the Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State ofTexas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(i) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Documents.

(j) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(k) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(l) We express no opinion as to the enforceability of any provisions in the Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to you solely in connection with the transactions, for thepurposes and on the terms described above and may not be relied upon by you for any other purpose or by any other person in any manner or for any purpose.

Sincerely,

SANFORD KUHL HAGAN KUGLE PARKER KAHN LLP

By: _____

EXHIBIT E

CLOSING CERTIFICATE OF DEVELOPER

LGI Homes – Texas, LLC (the "Developer"), DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developer have provided information to the City of Venus, Texas (the "City") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the City of its $[PRINCIPAL] aggregate principal amount of Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated [October __], 2021 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated November 8, 2021 (the "Limited Offering Memorandum").

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer's organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

5. The Developer has executed and delivered each of the below listed documents (individually, a "Developer Document" and collectively, the "Developer Documents") in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) the Developer Letter of Representations dated November 8, 2021;

(b) the Patriot Estates Public Improvement District Reimbursement Agreement, effective as of [_____], 2021 (the "Reimbursement Agreement"), executed and delivered by the City and the Developer;

(c) the Landowner Agreement, entered into as of [November 8], 2021, among the City and the Developer (the "Landowner Agreement");

(d) the Development Agreement by and between the City and the Developer, effective as of November 9, 2020 (the "Development Agreement");

(e) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of November 15, 2021 (the "Continuing Disclosure Agreement of Developer"), executed and delivered by the Developer, P3Works, LLC, (the "PID Administrator") and Regions Bank, as "Dissemination Agent"; and

(f) the Patriot Estates Public Improvement District Completion Agreement, effective as of November 8, 2021, by and between the Developer and Regions Bank, in its capacity as trustee for the Bonds.

6. The Developer or other development entities affiliated with the Developer owned all of the Assessed Property located in the District on the date that the Assessment Ordinance was adopted and such landowners are not entities that may claim a homestead right under Texas law.

7. The Developer has complied in all material respects with all of the Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

8. The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

9. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions "PLAN OF FINANCE — Development Plan" and " — Single-Family Residential Development," "AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT" and "THE DEVELOPER" and, to the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development, as defined in the Limited Offering Memorandum), "LEGAL MATTERS — Litigation – The Developer," "CONTINUING DISCLOSURE — The Developer" and " — The Developer's Compliance with Prior Undertakings," "SOURCES OF INFORMATION — Developer," "APPENDIX E-2," "APPENDIX F" and "APPENDIX G" (collectively, the "Developer Disclosures") and certifies that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not

a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

11. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

12. To the Developer's knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer's ability to complete or cause to be completed the development of the property within the District as described in the Limited Offering Memorandum; and (b) the Developer has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

13. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third-party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

14. The levy of the Assessments on property in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

15. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets is subject, which default would have a material and adverse effect on the Bonds or the Developer's ability to perform its obligations under the Developer Documents.

16. The Developer has no knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

[Signature page follows.]

Dated: November 30, 2021

DEVELOPER:

LGI HOMES-TEXAS, LLC,
a Texas limited liability company

By:_____
Name: _____
Title: _____

APPENDIX F

[LETTERHEAD OF P3WORKS, LLC

_____, 2021

City of Venus, Texas
700 W. US Highway 67
Venus, Texas 76084

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201

Regions Bank
3773 Richmond Ave., Suite 1100
Houston, Texas 77046

Re: City of Venus, Texas, Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, representative of P3Works, LLC ("P3Works"), consultant in connection with the creation by the City of Venus, Texas (the "City"), of Patriot Estates Public Improvement District (the "District"), does hereby represent the following:

1. P3Works has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [October __], 2021, and the final Limited Offering Memorandum for the Bonds, dated November 8, 2021 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City, as described above. The information P3Works provided for the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" and "PID ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the City located in APPENDIX C to the Limited Offering Memorandum.

2. At the request of the City, P3Works has prepared the SAP and acknowledges and agrees that the SAP will be included in the Limited Offering Memorandum for the Bonds.

3. To the best of my professional knowledge and belief, the portions of the Limited Offering Memorandum described in paragraph 1 above do not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

4. P3Works agrees to the use of its name in the Limited Offering Memorandum for the Bonds.

5. P3Works agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about November 30, 2021) which would render any such information in the Limited Offering

Memorandum untrue, incomplete, or incorrect, in a material fact or render any such information materially misleading.

6. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3Works, LLC

By: _____

Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

(See attached)

CITY OF VENUS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of November 15, 2021 (this "Disclosure Agreement") is executed and delivered by and among the City of Venus, Texas (the "Issuer"), P3Works, LLC (the "Administrator") and Regions Bank, acting solely in its capacity as dissemination agent (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of November 15, 2021, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Administrator" shall mean the Issuer or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

"Annual Collection Costs" shall have the meaning assigned to such term in the Indenture.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Financial Statements" shall mean audited or unaudited financial statements of the Issuer prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

"Annual Financials Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer's Fiscal Year. The Annual Financials Filing Date is currently September 30.

"Annual Information Filing Date" shall mean, for each Fiscal Year, the date on which the Annual Financial Information must be filed with the MSRB, which date is six (6) months after the end of the Issuer's Fiscal Year. The Annual Information Filing Date is currently March 31.

"Annual Installment" shall have the meaning assigned to such term in the Indenture.

"Annual Issuer Report" shall mean, collectively or individually, any Annual Financial Information or the Annual Financial Statements provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessments" shall have the meaning assigned to such term in the Indenture.

"Business Day" shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee or any national holiday observed by the Trustee.

"Developer" shall mean, LGI Homes-Texas, LLC, a Texas limited liability company, including its affiliates, successors and assigns.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of the Developer dated as of November 15, 2021 executed and delivered by the Developer, the Administrator and the Dissemination Agent.

"Disclosure Representative" shall mean the Director of Finance of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Regions Bank, an Alabama banking corporation, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean Patriot Estates Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System currently available on the internet at http://emma.msrb.org.

"Filing Date" means, collectively, an Annual Financials Filing Date and an Annual Information Filing Date, or, individually, as the context requires, an Annual Financials Filing Date or an Annual Information Filing Date.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the Issuer's fiscal year, currently the calendar year from October 1 through September 30.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall mean the registered owner of any Bonds.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Prepayment" shall mean the payment of all or a portion of an Assessment before the due date of the final installment thereof.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall mean Regions Bank, an Alabama banking corporation, or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) *Annual Issuer Reports*. For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2021, the Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, the Annual Financial Information and the Annual Financial Statements.

(i) The Issuer shall provide or caused to be provided the Annual Financial Information to the MSRB not later than the Annual Information Filing Date; and

(ii) The Issuer shall provide or caused to be provided audited Annual Financial Statements to the MSRB not later than the Annual Financials Filing Date, or if audited Annual Financial Statements are not available by the Annual Financials Filing Date, unaudited Annual Financial Statements, provided to the Dissemination Agent which is consistent with the requirements specified in Section 4 of this Disclosure Agreement.

In each case, the Annual Financial Information and Annual Financial Statements may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal

Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Not later than ten (10) days prior to each Filing Date, the Issuer shall provide the Annual Financial Information or Annual Financial Statements, as applicable, to the Dissemination Agent. The Dissemination Agent shall provide such Annual Financial Information or Annual Financial Statements to the MSRB not later than ten (10) days from receipt of such Annual Financial Information or Annual Financial Statements from the Issuer, but in no event later than the applicable Filing Dates for such Fiscal Year.

If by the fifth (5^{th}) day before each Filing Date, the Dissemination Agent has not received a copy of the Annual Financial Information or Annual Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Financial Information or Annual Financial Statements pursuant to subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Financial Information or Annual Financial Statements, as applicable, no later than two (2) Business Days prior to the applicable Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Financial Information by the Annual Information Filing Date or the Annual Financial Statements by the Annual Financials Filing Date, as applicable, state the date by which the Annual Financial Information or Annual Filings for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Financial Information, Annual Financial Statements or the notice of failure to file, as applicable, to the MSRB, no later than the applicable Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day prior to the applicable Filing Date.

(c) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report and Annual Financials; and

(ii) file the Annual Issuer Report and Annual Financials containing or incorporating by reference the information set forth in Section 4 hereof.

(d) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information and Annual Financial Statements, as applicable, and the Dissemination Agent has filed such Annual Financial Information or Annual Financial Statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or Annual Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports.

(a) *Annual Financial Information.* The Annual Financial Information for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Information Filing Date, the following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) for the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and the principal amount remaining Outstanding and the interest amount remaining Outstanding;

(B) the amounts in the funds and accounts securing the Bonds and a description of the related investments; and

(C) if any amounts in the funds and accounts held under the Indenture are invested through third-party contracts, the identity of such third-party, the interest rate and the amounts invested under such contract.

(ii) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the District from the purposes identified in the Service and Assessment Plan.

(iv) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update (collectively, a "SAP Update").

(v) The aggregate taxable assessed valuation for parcels or lots within the District based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until certificates of occupancy have been issued (or, if certificates of occupancy are not issued upon completion of construction of single-family dwellings, approval of the final inspection has been granted) for lots representing, in the aggregate, ninety-five percent (95%) of the total single-family residential lots within the District, the Issuer shall use best efforts to include in the Annual Financial Information (in the SAP Update or otherwise) the following information, if and when available:

(A) the number of certificates of occupancy ("COs") issued for new homes completed in the District during such Fiscal Year; and

(B) the aggregate number of COs issued for new homes completed within the District since filing the initial Annual Financial Information for Fiscal Year ended September 30, 2021.

(C) If the information under this Section 4(a)(vi) is unavailable, the Issuer shall indicate as such and the Issuer's inability to provide the information under this Section 4(a)(vi) shall not constitute a default under this Disclosure Agreement.

(vii) Listing of the top five (5) Assessment payers in the District, as determined by the most recent certified tax roll available to the Issuer, the amount of the levy of Assessments against such landowners, and the percentage of such Assessments relative to the entire levy of Assessments within the District, as shown on the Assessment Roll attached to the SAP Update for such Fiscal Year.

(viii) Collection and delinquency history of the Assessments within the District for the past five (5) Fiscal Years, in the following format:

Collection and Delinquent History of Assessments

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[(1)]
20__	$						$

[(1)] Collected as of _____, 20__. Includes $_____ attributable to Prepayments.

(ix) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten percent (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(x) The amount of delinquent Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) for which foreclosure proceedings have been instituted but have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within the District if the assessed property sold at a foreclosure sale represents more than five percent (5%) of the total amount of Assessments.

(xi) Total amount of Prepayments collected, as of March 1, or as of the date of the Annual Financial Information if dated prior to March 1, of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year; and

(b) *Annual Financial Statements*. The Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Financials Filing Date the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the audited financial statements of the Issuer are not available by the Annual Financials Filing Date, the Issuer shall provide unaudited financial statements of the Issuer no later than the Annual Financials Filing Date and audited financial statements when and if available

(c) A form for submitting the information set forth in Section 4(a) above is attached as Exhibit B hereto. Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information under this Section 4.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The sale by the Developer of real property within the District in the ordinary course of the Developer's business will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to

disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is <u>not</u> material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. <u>Termination of Reporting Obligations</u>. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Administrator and Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within thirty (30) days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be Regions Bank. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer or the Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Financial Information for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including

any other information in any Annual Financial Information, Annual Financial Statements or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Annual Financial Statements or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Annual Financial Statements or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer and a default under the Disclosure Agreement of Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by the Developer or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in the District, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. The Dissemination Agent and Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or

with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent and the Administrator represent that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Dissemination Agent, the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination and Administrator, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Disclosure Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal

law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and Administrator understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow]

CITY OF VENUS, TEXAS
(as Issuer)

By: _____
Mayor

REGIONS BANK
(as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][ANNUAL FINANCIAL STATEMENTS]

Name of Issuer:	City of Venus, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District) (the "Bonds")
CUSIP Nos.	[insert CUSIP NOs.]
Date of Delivery:	_____, 20__

NOTICE IS HEREBY GIVEN that the City of Venus, Texas, has not provided [Annual Financial Information][audited Annual Financial Statements] for fiscal year ended _____ with respect to the Bonds as required by the Continuing Disclosure Agreement of the Issuer dated as of November 15, 2021, by and among the Issuer, P3Works, LLC, as the "Administrator," and Regions Bank, as "Dissemination Agent." The Issuer anticipates that [the Annual Financial Information][audited Annual Financial Statements] will be filed by _____.

Dated: _____

Regions Bank,
on behalf of the City of Venus, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Venus, Texas

EXHIBIT B

CITY OF VENUS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

ANNUAL FINANCIAL INFORMATION[1]

Delivery Date: _____, 20__

CUSIP NOSs: [insert CUSIP NOs.]

DISSEMINATION AGENT

Name: Regions Bank
Address: [_____]
City: [_____, Texas _____]
Telephone: (___) ___-____
Contact Person: Attn: _____

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

[1] Excluding audited financial statements of the Issuer.

THIRD-PARTY INVESTMENT CONTRACTS[(1)]

Third-Party	Interest Rate	Amount of Investment

[(1)] If not applicable, indicate as such.

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (vii)
[Insert a line item]

SECTION 4(a)(viii) COLLECTION AND DELINQUENCY HISTORY OF THE ASSESSMENTS WITHIN THE DISTRICT FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:

Collection and Delinquent History of Assessments

Collected in Fiscal Year Ending 9/30	Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Assessments Collected[(1)]
20__	$						$

[(1)] Collected as of _____, 20__. Includes $_____ attributable to Prepayments.

ITEMS REQUIRED BY SECTIONS 4(a)(ix) – (xii) OF THE CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER RELATING TO THE CITY OF VENUS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021, (PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

[Insert a line item for each applicable listing]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
February 15	15	Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter. Issuer and/or Administrator should be aware of actual and specific delinquencies Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. **If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing**. Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure, in**

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the Johnson County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

		accordance with the Johnson County Tax/Assessor Collector's procedures[2].
		If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the Johnson County/Tax Assessor Collector procedures[2].
March 15	43/44	Trustee pays bond interest payments to Owners.
		Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate.
		Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.
		Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.
July 1	**152/153**	Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the Johnson County/Tax Assessor Collector procedures[2].
		Preliminary Foreclosure activity commences, in accordance with the Johnson County/Tax Assessor Collector procedures[2], and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.
		If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

[2] If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

		If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 15	197/198	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198). **Foreclosure action to be filed with the court, in accordance with the Johnson County/Tax Assessor Collector procedures[3]**. **Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners**. If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the City Manager or the Finance Director to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day thirty (30) if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

[3] If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

EXHIBIT D

CONTINUING DISCLOSURE AGREEMENT

(See attached)

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, 2021, among the CITY OF VENUS, TEXAS (the "City"), a general law municipality of theState of Texas (the "State"), and LGI HOMES-TEXAS, LLC, a Texas limited liability company (the "Landowner").

RECITALS:

WHEREAS, Landowner owns the real property described by a metes and bounds description attached as **Exhibit A** to this Agreement and which is incorporated herein for all purposes, comprising all of the taxable, privately-owned land described in **Exhibit A** (the "Landowner Parcel") which is within the Patriot Estates Public Improvement District (the "District") in the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on Assessed Property in the District that will be pledged as the security for the payment of bonds (the "Bonds") to be issued for the purpose of paying the costs of constructing the Authorized Improvements that will benefit the Assessed Property; and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit B** and which are incorporated herein for all purposes**,** include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are within the District, all as shown on **Exhibit A,** and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance;

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix A to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event (as defined herein);

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments may be adjusted, decreased and extended, and the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under State law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event as described in the Service and Assessment Plan.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit B** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Ellis and Johnson Counties, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit B** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Ellis and Johnson Counties, Texas, as applicable;

(iii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit C** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit B**.

II.
OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements,as applicable) needed therefor shall be owned by the City as constructed and Landowner will execute such conveyances and/or dedications of public rights-of-way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements. Any subsequent owner of the Landowner's Parcel shall, upon the request ofthe City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Ellis and Johnson Counties, Texas, as applicable.

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Ellis and Johnson Counties, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:

City of Venus
700 W. Hwy 67
Venus, TX 76084
Attention: Tonya Roberts
City Administrator

With a copy to:

The Halla Law Firm, PLLC
5068 W. Plano Parkway, Suite 300
Plano, Texas 75093
Attention: Michael Halla

To the Landowner:

LGI Homes-Texas, LLC
1450 Lake Robbins Drive, Suite 430
The Woodlands, Texas 77380
Attention: Kennon Masters

With a copy to:

Sanford Kuhl Hagan Kugle Parker Kahn LLP
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
Attention: Julianne B. Kugle/Michael R. Willis

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Authorized Improvements and which are secured by a pledge of the Assessments or any part thereof, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Ellis and Johnson Counties, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Ellis and Johnson Counties, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

[Signature pages to follow]

EXECUTED as of the date first written above.

CITY OF VENUS, TEXAS

By:_____
James L. Burgess, Mayor

ATTEST:

_____
Callie Green, City Secretary

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the__ day of_____, 2021 by Callie Green, the City Secretary of the City of Venus, Texas and by James L. Burgess, the Mayor of the City of Venus, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

LANDOWNER

LGI HOMES-TEXAS, LLC,
a Texas limited liability company,

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the _____ day of_____, 2021 by _____, the _____ of LGI Homes-Texas, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

[Signature Page Landowner Agreement]

Exhibit A
Legal Description

Exhibit B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is madeas of _____, 2021 by LGI HOMES-TEXAS, LLC, a Texas limited liability company (the "Landowner").

RECITALS:

A. The Landowner holds record title to that portion of the real property located in Ellis and Johnson Counties, Texas, which is described in the attached Exhibit A (the "Landowner's Parcel").

B. The City Council of the City of Venus (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Patriot Estates Public Improvement District (the "District") by the then current owners of more than 50% of the appraised value of the taxable real property and more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The City Council has adopted an assessment ordinance to levy assessments for the Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments")on property in the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

(a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

(a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;

(b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;

(c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;

(d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and

(e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Ellis and Johnson Counties, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

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

_____

STREET ADDRESS

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

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

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

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.

[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

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

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

Notary Public, State of Texas]

LGI HOMES-TEXAS, LLC,
a Texas limited partnership,

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the _____ day of_____, 2021 by _____, the _____ of LGI Homes-Texas, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

(Notary Seal)

[*Signature Page of Declaration*]

Exhibit C

HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit C, the recorded Notice of the Authorization and Establishment of the Patriot Estates Public Improvement District and the Covenants, Conditions and Restrictions in Exhibit B of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Rolls for such Assessed Parcel (or if the Assessment Rolls are not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer's contract.

2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

VAC-TRON EQUIPMENT

The Industry Innovator





CVS FILTRATION HOUSING



7 SERIES HYDRAULIC CLAW DOOR

LOW PROFILE SERIES



OPTIONAL STRONG ARM

LP 573/873/1273 XDT:

LOW PROFILE SERIES

Standard Diesel Trailer

WWW.VACTRON.COM
1-888-VAC-TRON
822-8766

VAC-TRON EQUIPMENT

LP 573/873/1273 XDT

VAC-TRON LOW PROFILE SERIES

GENERAL DIMENSIONS & WEIGHTS - SKID:
Length: 14.75' (4.5m) (573 Model)
Length: 16.4' (5m) (873 Model)
Length: 18' (5.5m) (1273 Model)
Height: 82" (208.3cm)
Empty Weight: 5,440lbs (2467.5kg) (573 Model)
Empty Weight: 6,160lbs (2794.1kg) (873 Model)
Empty Weight: 9,250lbs (4,195.7kg) (1273 Model)
Width: 93" (236.2cm)
Width: 94" (239cm) (1273 Model)

GENERAL DIMENSIONS & WEIGHTS - TRAILER:
Empty Weight: 6,190lbs (573 Model)
Empty Weight: 7,140lbs (873 Model)
Empty Weight: 7,880lbs (Heavy)
Empty Weight: 9,680lbs (1273 Model)
Length: 19.25' (5.9m) (573 Model)
Length: 22.4' (6.8m) (873 Model)
Length: 24' (7m) (1273 Model)
Width: 93" (236.2cm)
Width: 94" (239cm) (1273 Model)
Height: 90" (228.6cm)
Height: 111" (282cm) (1273 Model)
Brake Type: Electric
Hitch Type: Pintle
GVWR: 9,995lbs (4,534kg) (573 Lite)
GVWR: 12,000lbs (5,443kg) (573 Model)
GVWR: 14,000lbs (6,350kg) (573 Heavy)
GVWR: 14,000lbs (6,350kg) (873 Model)
GVWR: 20,000lbs (9,072kg) (873 Heavy)
GVWR: 24,000lbs (10,886.2kg) (1273 Model)
Trailer Axles: Tandem dually (1273 Model)

ENGINE 573/873/1273 XDT:
Horsepower: 24hp (17.9kW) Kohler Diesel Tier 4 final.
Enclosure: Yes
Fuel Tank Capacity: 30gal (114L)

WATER TANK:
Water Tank Capacity:
- 573 Standard: 200gal (757L)
- 573 Lite: 100gal (379L)
- 573 Heavy: 300gal (1,136L)
- 873 Standard: 200gal (757L)
- 873 Heavy: 400gal (1,515L)
- 1273: 300gal (1,136L)

Number of Tanks: 2
High Pressure Pump Flow Rate: 4gpm
High Pressure Pump: 3,500psi
High Pressure Hose Length: 50' (15.2m)
Low Water Shut Off: Yes

SPOIL TANK:
Spoil Tank Capacity: 500gal (1,893L) (573 Model)
Spoil Tank Capacity: 800gal (3,028L) (873 Model)
Spoil Tank Capacity: 1,200gal (4,542L) (1273 Model)
Door Type: Hydraulic
Tank Lift Type: Twin Cylinder

VACUUM:
Type of Filters: Cartridge Filter 0.5 Microns
Hose Length: 30' (9m)
Hose Width: 3" (7.9cm)
Vacuum: 580cfm
Water Trap Capacity: 60gal (227L)
Suction Hose Storage: 30' (9m)

CONTROL PANEL:
Controls: Curbside
Gauges: Analog

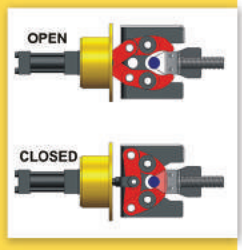
OPTIONAL STRONG ARM:
Reach: 15' (4.57m)

OPTIONAL BOOM:
Pickup Hose: 4" (10cm)
Reach 15' (4.57m)
Movement: 6-way



OPTIONAL STRONG ARM:
Optional strong arm to support the weight of the vacuum hose.

7 SERIES HYDRAULIC CLAW DOOR:
No fuss, over center locking mechanism for positive lock and unlock.





CVS FILTRATION HOUSING:
The LP XDT filtration housing also incorporates a 28" (71.1cm) diameter cyclone, four-way valve for reverse pressure, and the largest silencer in the industry for quiet performance. **Patented.**

Vac-Tron Equipment, LLC., reserves the right to make changes in engineering, design and specifications; add improvements; or discontinue manufacturing at any time without notice
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VAC-TRON EQUIPMENT

WWW.VACTRON.COM
1-888-VAC-TRON

Vermeer Texas-Louisiana

Vermeer Texas-Louisiana
16595 N Interstate 35 Hwy
Elm Mott, TX 76640
Ph: (254) 829-9655
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
Dept # 41351 • PO Box 650823
Dallas, TX 75265-0823

Ship To: IN STORE PICKUP

Branch		
11 - ELM MOTT		
Date	Time	Page
10/21/2021	10:27:02 (O)	1
Account No	Phone No	Est No 02
VENUS001	9723663348	Q00455
Ship Via	Purchase Order	
Tax ID No		
JOHNNY MATTHEWS	Salesperson	082 / 113

Invoice To: CITY OF VENUS
105 E HWY 67
VENUS TX 76084

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/20/2021 Amount

BUY BOARD PRICING
PLEASE ADD $2,380.00 FOR FREIGHT & PREP

New VAC-TRON LP573XDT VACTRON LP573XDT 58109.60
New VAC-TRON LP573XDT VACTRON LP573XDT 56851.50
LPXDT1005 LP573XDT, 12K GVWR,500 SPOIL,2X100 GAL WTR TANKS
All LP XD Trailer Series Include: 24 HP Kohler Diesel (Tier 4 Final) Engine, 580 CFM Vacuum Pump, Baghouse, Hydraulic Pump.Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High
Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' x 3" Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, 30 Gallon Fuel Tank

Subtotal: 58109.60
Authorization: _____ Quote Total: 58109.60

Good for thirty (30) days from date of quote.

Thank You For Your Business!

CENTRAL APPRAISAL DISTRICT
OF JOHNSON COUNTY

109 N Main St
Cleburne TX 76033
Metro (817) 648-3000
Fax (817) 645-3105
www.johnsoncad.com

Board of Directors
Byron Black – Chairman
Toby Ford – Vice Chairman
Don Beeson – Secretary
Larry Woolley
Albert Archer, Sr.
Scott Porter – Tax Assessor/Collector

Executive Director/Chief Appraiser
Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA

October 21, 2021

The Honorable James Burgess, Mayor
City of Venus
PO Box 380
Venus, Texas 76084

Dear Mayor Burgess:

Enclosed is your OFFICIAL BALLOT for election of the Central Appraisal District Board of Directors for 2022-2023. The City of Venus is entitled to a total of 25 votes. You may cast all votes for one candidate or divide them up for two or more.

Your governing body should determine its vote by resolution. Please record the number of votes for the candidate(s) chosen on this OFFICIAL BALLOT, and return it to me along with a copy of your resolution before December 15, 2021.

Legislation prohibits ballots received after this date from being counted in the election. Please place the resolution on your agenda during November and ensure your ballot is in our office before December 15, 2021.

A copy of this letter is being sent to your city manager, along with a copy of the ballot; however, only you have the OFFICIAL BALLOT.

I cannot stress enough that the Property Tax Code requires timeliness in this matter. Please call me anytime I can be of help to you.

Respectfully,

Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA
Executive Director/Chief Appraiser

JH/jw

Enclosures

cc: Ms. Tonya Roberts, City Manager

RESOLUTION NO._____

RESOLUTION BY THE CITY OF_____, TEXAS, AFFIRMING THE CASTING OF VOTES IN THE 2022-2023 ELECTION OF THE BOARD OF DIRECTORS FOR THE CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY, TEXAS.

This is to affirm that the City Council of the City of_____, did on this the_____day of_____, 2021, cast votes as indicated below for the candidate(s) in the election for the 2022-2023 Board of Directors of the Central Appraisal District of Johnson County, Texas, in a regular meeting of the City Council.

Number of Votes	Candidate
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLVED AND ENTERED this the_____day of_____, 2021.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY
109 N. MAIN
CLEBURNE, TEXAS 76033

ELECTION OF BOARD OF DIRECTORS FOR 2022-2023

OFFICIAL BALLOT

VOTES	CANDIDATES
_____	Don Beeson
_____	Byron Black
_____	Vance Castles
_____	Toby Ford
_____	Jeannie Prazak
_____	Alicia Rosales
_____	Brenda Webb

2022-2023 Ellis Appraisal District Board of Directors' Candidate Information

Please find information for the nominated candidates: Logan Brady, Walter Erwin, Richard Keeler, Brett Kemp, John Knight, Ken Marks, Dani Muckleroy and Ryan Pitts

Logan Brady - Born in California, Mr. Brady grew up in Waxahachie, graduating in 2006. He earned a Bachelors Degree in Computer Science from the University of Alabama, an MBA from Quinnipiac University and a Lean Six Sigma Blank Belt certification from Villanova University. He has worked in aerospace manufacturing, healthcare, banking and owned a dance studio with his wife. Through his work, he has enjoyed traveling and has spent time in Germany, China, India and the Middle East. Mr. Brady is the Branch President for Pinnacle Bank's forthcoming Waxahachie Branch and is involved locally in the Waxahachie Chamber of Commerce, Waxahachie Young Professionals and the Miracle League of Ellis County. He and his family returned to Waxahachie after 15 years following his high school graduation.

Walter Erwin - Mr. Erwin was nominated by the City of Ennis. Mr. Erwin has served on the Ellis Appraisal District Board of Directors as a member for a part of 2021. He was in the US Army Reserve from 1964-1971 while simultaneously earning his BBA from the University of Texas. From 1973-2018, he was the President and CEO of Erwin Distributing Co, Inc. DBA Wally's Party Factory while also founding Party Club of America and was co-owner/founder of Halloween and Party Expo, selling these businesses by 2018. Mr. Erwin remains the Managing Member of Erwin Properties, LP (I & II) and remains on the Ennis State Bank Board of Directors since 1985. He volunteered as the Vice-President of the Ennis Industrial Foundation in the 1970-80's and the Trinity River Authority of Texas from 1982-1993, serving as the President of their Board of Directors from 1991-1993.

Richard Keeler - Mr. Keeler was nominated by Waxahachie ISD. He has been a resident of Waxahachie since 1985, serving on the Waxahachie Planning and Zoning Commission as Chairman, on the City of Waxahachie Economic Development Commission and on the Steering Committee for the Waxahachie Economic Development Plan. He attended De Soto High School, received a BBA in Finance from Sam Houston State University and attended the School of Banking of the South at Louisiana State University. Professionally, Mr. Keeler has been with Options Real Estate Investments, Inc. since 1996, from 1981-1996 worked with Community and Commercial Banking and is a member of the Congress for the New Urbanism. He volunteers with Waxahachie Youth Baseball and the Waxahachie YMCA.

Brett Kemp - Mr. Kemp was nominated by the City of Midlothian. A resident of Midlothian since 1977, he graduated from Midlothian High School in 1987. He graduated from Tarleton State University with a BBA in Accounting, earned a Masters Certificate in Project Management from Villanova University and obtained a Series 22 and 63 for the SEC as a broker. Professionally, Mr. Kemp ran the Kemp CPA firm from 2010-2019, worked for Intuit for 12 years and received certification as a Green and Black Belt in Six Sigma. He has served the community as VP for the Midlothian Downtown Business Association for three years, as a Member of the Board of Directors for the Midlothian Foundation and volunteered with Manna House for two years. He served for eight years in all leadership roles on the Board of Directors of the Midlothian Chamber of Commerce and founded the Chamber Wine Walk event. Mr. Kemp graduated from Leadership Midlothian in 2012 and went on to Chair and run Leadership Midlothian from 2013-2019. From 2013-2014, he served on the Board of Directors for the Hope Clinic in Waxahachie and was appointed and served as a Planning and Zoning Commissioner for the City of Midlothian from 2014-2018. Mr. Kemp currently serves on the Board of Directors for the Midlothian Cemetery Association and as the Membership Director for the Midlothian Lions Club. His roots are deep in the community and continues to seek service opportunities.

2022-2023 Ellis Appraisal District Board of Directors' Candidate Information

Please find information for the nominated candidates: Logan Brady, Walter Erwin, Richard Keeler, Brett Kemp, John Knight, Ken Marks, Dani Muckleroy and Ryan Pitts

John Knight - Mr. Knight was nominated by Midlothian ISD and the City of Midlothian. Mr. Knight has served on the Ellis Appraisal District Board of Directors as the Secretary for 2020-2021. He has been a resident of Ellis County for 20 years, currently his family lives in Ovilla and his children attend Midlothian ISD. Working in the financial services industry for 25+ years, he is currently the Senior Vice President for First Financial Bank in Midlothian. He has a Bachelor of Business Administration from the University of Texas at Arlington and a Masters of Business Administration from the Cox School of Business at Southern Methodist University. Mr. Knight is active in the community, serving on the board of the Midlothian Chamber of Commerce, co-chairing the Leadership Midlothian program, mentoring at The MILE, and is the president of Texas CASA (Court Appointed Special Advocates).

Ken Marks - Mr. Marks was nominated by Midlothian ISD and the City of Midlothian. Mr. Marks has served on the Ellis Appraisal District Board of Directors since 2002 as a member, as Secretary from 2004-2005 and 2012-2013 and as Vice-Chairman from 2014-2021. He is a State Certified Residential Real Estate Appraiser working for E.T. Jones & Associates. Mr. Marks has been a resident of Ellis County for 32 years. He and his children graduated from Midlothian ISD.

Dani Muckleroy - Ms. Muckleroy was nominated by Midlothian ISD. Ms. Muckleroy has served on the Ellis Appraisal District Board of Directors as a member for a part of 2021. Ms. Muckleroy has been a resident of Ovilla for 28 years. She owned a retail gift shop in Duncanville for 14 years. She is a volunteer and supporter of several non-profit groups that meet the needs of marginal families with an emphasis on children. She has served on the Advisory Council of the Ellis County Salvation Army for 13 years and on the Board at Daniel's Den for one term. She presently serves, using her many years in accounting, on the Finance Committee of First United Methodist Church of Red Oak, understanding budgets and the reason for them. Ms. Muckleroy is a CASA volunteer and a mentor at Red Oak High School.

Ryan Pitts – Mr. Pitts was nominated by the City of Waxahachie. He, his wife Faith and their two children live in Waxahachie. Mr. Pitts, a 4th generation Waxahachie resident, graduated from Southern Methodist University and received his Doctor of Jurisprudence from the University of Texas School of Law. He is the Chief Executive Officer at Ellis County Title Company and has a heart to serve the community. Mr. Pitts is President of the Waxahachie Foundation, Secretary of the Waxahachie Chamber of Commerce Board of Directors and volunteers with Waxahachie Care, the Waxahachie Family YMCA and the Waxahachie Independent School District Community Education Advisory Council on their leadership boards. He was named to the 40 Under Forty list of business professionals in Ellis County in 2017 and was a member of the Leadership Waxahachie class of XXII in 2015-2016. Mr. Pitts was recently a candidate in the 2020 Republican Primary for Texas House District 10.

O F F I C I A L B A L L O T
TO ELECT
BOARD OF DIRECTORS
FOR THE
ELLIS APPRAISAL DISTRICT
FOR 2022-2023

Issued to:

Number of Votes:

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all of your votes for one candidate or divide your votes among any number of the candidates.

NAME OF CANDIDATES
(listed alphabetically)

1. LOGAN BRADY _____
2. WALTER ERWIN _____
3. RICHARD KEELER _____
4. BRETT KEMP _____
5. JOHN KNIGHT _____
6. KEN MARKS _____
7. DANI MUCKLEROY _____
8. RYAN PITTS _____

Issued under my hand this 20th day of October, 2021.

_____
Kathy A. Rodrigue, RPA
Chief Appraiser
Ellis Appraisal District

Texas Property Tax Code Sec. 6.03. Board of Directors.
(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director.

ELLIS APPRAISAL DISTRICT
2022-2023 BOARD OF DIRECTORS
TAXING UNIT VOTING ENTITLEMENT

TAXING UNITS	2020 CERT FRZ ADJ TAXABLE VALUES (as of 9/19/2020)	2020 TAX RATES	TAX LEVY ON ACCTS WITH CLNGS AT CERT	2020 TOTAL LEVY	% OF TOTAL LEVY	2022 VOTES	2020 VOTES
ELLIS COUNTY	17,159,166,128	0.320194	6,097,652	61,040,272.39			
ELIS COUNTY & LATERAL ROAD	17,078,389,437	0.030082	555,779	5,693,300.11	16.73%	**837**	826
AVALON ISD	50,498,754	1.027600	41,087	560,012.20	0.14%	**7**	7
ENNIS ISD	2,415,289,535	1.469900	1,713,374	37,215,714.87	9.33%	**467**	461
FERRIS ISD	499,520,601	1.313800	500,488	7,063,189.66	1.77%	**89**	86
FROST ISD	3,062,898	1.232600	1,146	38,899.28	0.01%	**1**	1
ITALY ISD	161,119,439	1.296500	148,231	2,237,144.53	0.56%	**28**	28
MIDLOTHIAN ISD	5,358,717,415	1.379800	5,446,599	79,386,181.89	19.91%	**995**	1,024
MILFORD ISD	74,281,880	0.972400	37,996	760,313.00	0.19%	**9**	9
PALMER ISD	335,348,641	1.330700	500,163	4,962,647.37	1.24%	**62**	61
RED OAK ISD	2,061,567,022	1.359200	3,317,088	31,337,906.96	7.86%	**393**	412
WAXAHACHIE ISD	4,742,327,813	1.365400	5,335,655	70,087,398.96	17.57%	**879**	911
MAYPEARL ISD	414,903,261	1.174400	527,819	5,400,442.90	1.35%	**68**	66
CITY OF ALMA	41,676,276	0.250000	-	104,190.69	0.03%	**1**	1
CITY OF BARDWELL	19,186,092	0.261700	-	50,210.00	0.01%	**1**	1
CITY OF CEDAR HILL	126,159,459	0.688102	-	868,105.76	0.22%	**11**	11
CITY OF ENNIS	2,057,344,420	0.724473	15,778	14,920,682.84	3.74%	**187**	174
CITY OF FERRIS	181,617,236	0.608600	-	1,105,322.50	0.28%	**14**	13
CITY OF GARRETT	25,720,541	0.413500	-	106,354.44	0.03%	**1**	1
CITY OF GLENN HEIGHTS	304,969,586	0.804430	-	2,453,266.84	0.62%	**31**	25
CITY OF GRAND PRAIRIE	12,973,553	0.669998	3,842	90,764.55	0.02%	**1**	1
CITY OF ITALY	99,783,354	0.630800	72,485	701,918.40	0.18%	**9**	10
CITY OF MANSFIELD	60,599,184	0.690000	5,119	423,253.37	0.11%	**5**	1
CITY OF MAYPEARL	49,953,129	0.649600	24,498	348,993.53	0.09%	**4**	5
CITY OF MIDLOTHIAN	4,437,389,210	0.675000	1,713,752	31,666,129.17	7.94%	**397**	387
CITY OF MILFORD	27,337,276	0.352671	15,797	112,207.64	0.03%	**1**	1
CITY OF OAK LEAF	145,504,297	0.315414	-	458,940.92	0.12%	**6**	6
CITY OF OVILLA	307,695,685	0.660000	494,761	2,525,552.52	0.63%	**32**	33
CITY OF PALMER	133,024,112	0.750000	-	997,680.84	0.25%	**12**	10
CITY OF PECAN HILL	46,698,729	0.301700	-	140,890.07	0.04%	**2**	2
CITY OF RED OAK	1,171,659,413	0.703645	465,374	8,709,696.88	2.18%	**109**	102
CITY OF VENUS	51,067,427	0.838991	-	428,451.12	0.11%	**5**	4
CITY OF WAXAHACHIE	3,785,261,233	0.660000	1,843,562	26,826,286.14	6.73%	**336**	320
TOTAL				398,822,322.31	100.00%	**5,000**	5,000

I, KATHY A. RODRIGUE, CHIEF APPRAISER FOR THE ELLIS APPRAISAL DISTRICT,
DO HEREBY CERTIFY THAT THE ABOVE VOTING ENTITLEMENTS
ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

KATHY RODRIGUE, RPA - CHIEF APPRAISER

SUBSCRIBED AND SWORN BEFORE ME THIS 13TH DAY OF AUGUST, 2021.

JACKIE GAITHER
Notary Public
STATE OF TEXAS
ID#11609672
My Comm. Exp. May 20, 2023

JACKIE GAITHER, NOTARY

City Council Agenda Item Report
November 8th, 2021

James Groom, Chief of Police
972-366-3547
jgroom@venuspolice.org

DISCUSS AND CONSIDER 7.3 Rifle Resistant Vest Grant Resolution

1. **BACKGROUND/HISTORY: Staff previously came to council in reference to this grant and a resolution was approved for this grant. Since the City Administrator and fiscal year has changed prior to award of the grant, the resolution must be updated.**

2. **FINDINGS / CURRENT ACTIVITY: This grant is a non-matching grant in the amount of $4331.68 to purchase rifle resistant vests for new positions and to buy new carriers due to differing sizes of new officers.**

3. **RECOMMENDATIONS: Approval of resolution to be signed by Mayor.**

4. **ATTACHMENTS: Resolution**

RESOLUTION 23-2021-11

WHEREAS, the City Council and Mayor of the City of Venus finds it in the best interest of the citizens of Venus, that the Venus Police Department Rifle Resistant Vest Program be operated for the 2022 Fiscal Year; and

WHEREAS, the City Council and Mayor of the City of Venus agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division of the Governor's Office Rifle Resistant Body Armor grant application; and

WHEREAS, the City Council and Mayor of the City of Venus agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council and Mayor of the City of Venus, assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the City Council and Mayor of the City of Venus, designates Tonya Roberts, City Administrator, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City Council and Mayor of the City of Venus approves submission of the grant application for the Rifle Resistant Body Armor Program to the Office of the Governor, Criminal Justice Division.

Grant Number: 4192401 Rifle Resistant Vests FY 2022

Passed and Approved this _____ day of _____, 2021.

CITY OF VENUS

_____

James L. Burgess, Mayor

ATTEST:

_____

Callie Green, City Secretary

Case Report – Vargas Addition – Final Plat
Planning and Zoning Commission – October 28, 2021
City Council - November 8, 2021

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Final Plat for Lots 1 and 2, Block 1, Vargas Addition, a two-lot residential subdivision, being 10.011 acres out of the J.C. Pillow Survey Abstract Number 683, the R. Rhodes Survey Abstract Number 716, and the Z. Mobley Survey Abstract Number 1169, Johnson County, generally located north of County Road 212 and west of County Road 213, in the City of Venus Extraterritorial Jurisdiction

---

Owner: Lorena Vargas, Duncanville, TX

Surveyor: RealSearch of Texas, LLC, Godley, TX

Location: North of CR 212 and west of CR 213

Zoning: not applicable, in ETJ

Current Use: vacant

Analysis: The final plat covers 10.011 acres and creates two residential lots out of two existing residential tracts. Lot 1 will be 5.314 acres and Lot 2 will be 4.697 acres.

The property is adjacent to and will gain access from CR 212 to the south. The plat is dedicating approximately 10 feet along CR 212 to achieve 30 feet from the centerline.

The property generally drains to the southwest toward an unnamed tributary of Cottonwood Creek. The property is not within the 100-year floodplain.

Water and sewer will be provided by onsite water wells and septic tank systems.

The staff provided the applicant with several comments on October 8th and the applicant has complied with all staff comments.

The Planning and Zoning Commission and City Council shall use the following criteria and determine if it is adequate to serve the development and meet the city's adopted master plans for those facilities: roads, water, wastewater, storm drainage, park facilities, open spaces, easements and rights-of-way. Further, the Council has authority to approve this plat subject to conformance with the regulations of the Subdivision Ordinance. The Commission may recommend and the Council may take the following action regarding this plat:

a. Approve the Plat as presented;
b. Approve with conditions; or
c. Deny the Plat

Any added conditions or a motion to deny must include specific references to the Subdivision or other ordinances that are not met by the plat.

Staff Recommendation:

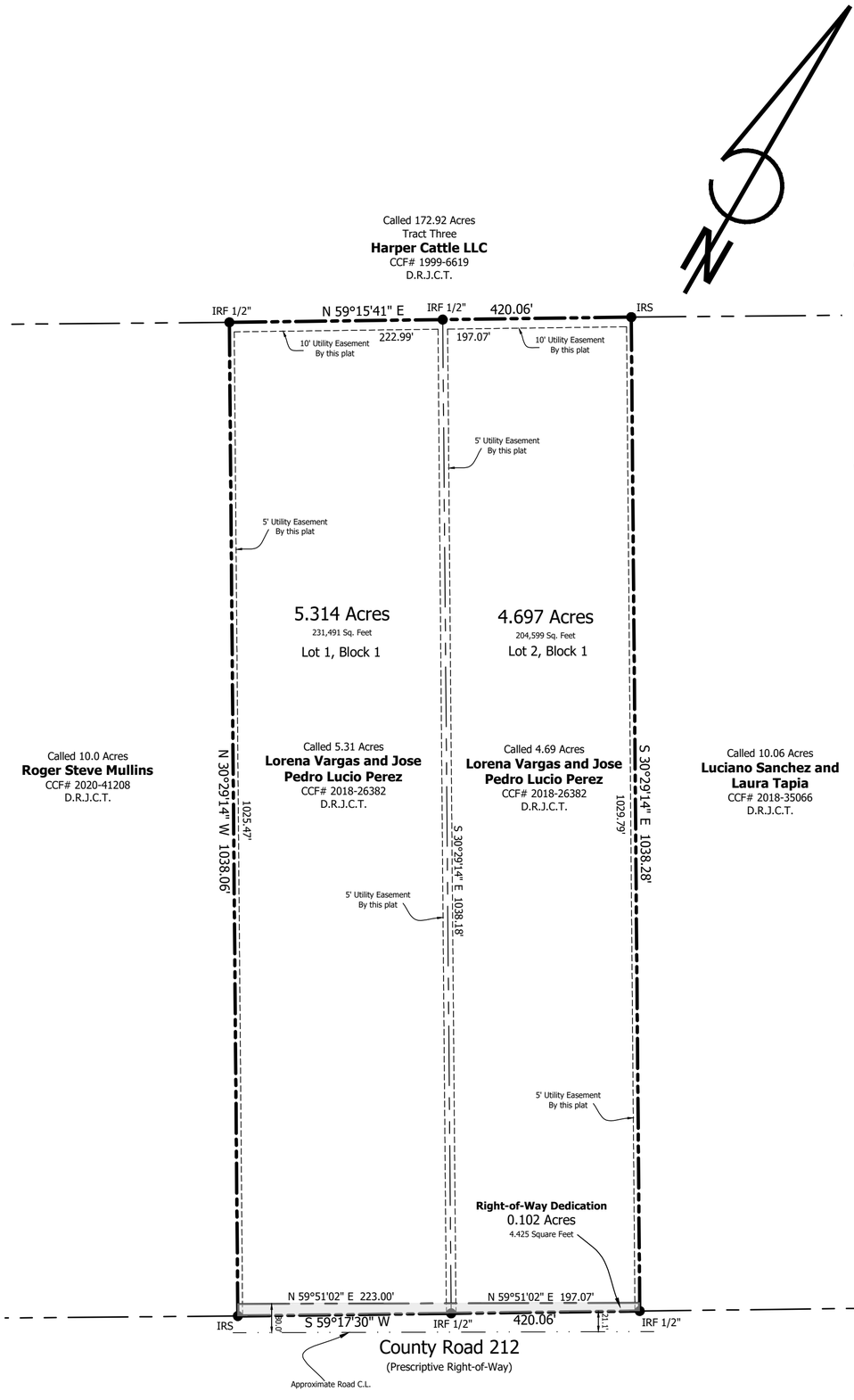
Staff recommends that the Planning and Zoning Commission recommend that the City Council approve the Final Plat for Lots 1 and 2, Block 1, Vargas Addition, as presented.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission recommends approval of the Final Plat for Lots 1 and 2, Block 1, Vargas Addition, as presented.

Sample Motion: I move to approve/deny the Final Plat for Vargas Addition, as presented.

Attachments: Final Plat
Aerial Photo



SCALE : 1"= 100'

0' 100' 200'

The Basis of Bearing is the Texas Coordinate System, North American Datum of 1983, North Central Zone, 4202.

Filing Block

Plat recorded in Instrument # _____, Year _____,

Drawer _____, Slide _____

_____
Date

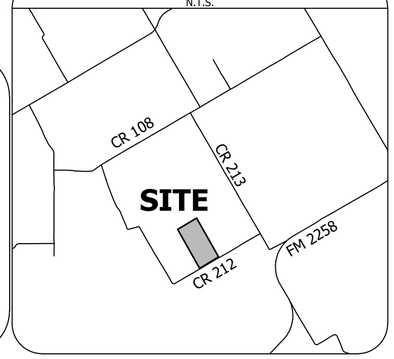
_____
County Clerk, Johnson County, Texas

_____
Deputy

Flood Statement

According to Community Panel Number 48251C0375J, dated December 4, 2012, of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property lies within Zone "X" which is not a Special Flood Hazard Area. If this site is not within a Special Flood Hazard Area, this statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man made or natural causes. This statement shall not create liability on the part of the Surveyor.

VICINITY MAP
N.T.S.



WITNESS, my hand, this the _____ day of _____ 2021.

_____
Lorena Vargas

STATE OF TEXAS *
COUNTY OF _____*

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 2021.

_____
Notary Public

WITNESS, my hand, this the _____ day of _____ 2021.

_____
Jose Pedro Lucio Perez

STATE OF TEXAS *
COUNTY OF _____*

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 2021.

_____
Notary Public

City of Venus, Texas
Plat Approved:

By: _____ _____
Mayor Date

By: _____ _____
City Secretary Date

LEGAL DESCRIPTION

BEING 10.011 acres of land situated in the J.C. Pillow Survey, Abstract Number 683, the R. Rhodes Survey, Abstract Number 715 and the Z. Mobley Survey, Abstract Number 1169, Johnson County, Texas and being all of a called 5.31 acre tract of land and all of a 4.69 acre tract of land described by deed to Lorena Vargas and Jose Pedro Lucio Perez recorded in County Clerk's File Number 2018-26832, Deed Records, Johnson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the southeast easternmost corner of said called 4.69 acre tract, said iron rod also being the southernmost corner of that called 10.06 acre tract of land described by deed to Luciano Sanchez and Laura Tapia recorded in County Clerk's File Number 2018-35066, Deed Records, Johnson County, Texas and being in the northwest line of County Road 212 (Prescriptive Right-of-Way);

THENCE South 59 degrees 17 minutes 30 seconds West, 420.06 feet along the southeast line of said called 4.69 acre tract and the southeast line of said called 5.31 acre tract and said northwest line of County Road 212 to a 5/8 inch iron rod with cap stamped "REALSEARCH" set at the southernmost corner of said called 5.31 acre tract, said iron rod also being the easternmost corner of that called 10.0 acre tract of land described by deed to Roger Steve Mullins recorded in County Clerk's File Number 2020-41208, Deed Records, Johnson County, Texas;

THENCE North 30 degrees 29 minutes 14 seconds West, 1038.06 feet along the southwest line of said called 5.31 acre tract and the northeast line of said called 10.0 acre tract to a 1/2 inch iron rod found at the westernmost corner of said called 5.31 acre tract, said iron rod also being the northernmost corner of said called 10.0 acre tract, and being in the southeast line of that called 172.92 acre tract described by deed to Harper Cattle, LLC recorded in County Clerk's File Number 1999-6619, Deed Records, Johnson County, Texas;

THENCE North 59 degrees 15 minutes 41 seconds East, 420.06 feet along the northwest line of said called 5.31 acre tract and the northwest line of said called 4.69 acre tract and said southeast line of that called 172.92 acre tract to a 5/8 inch iron rod with cap stamped "REALSEARCH" set at the northernmost corner of said called 4.69 acre tract, said iron rod also being the westernmost corner of said called 10.06 acre tract;

THENCE South 30 degrees 29 minutes 14 seconds East, 1038.28 feet along the northeast line of said called 4.69 acre tract and the southwest line of said called 10.06 acre tract to the POINT OF BEGINNING and containing 436,091 square feet or 10.011 acers of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Lorena Vargas and Jose Pedro Lucio Perez, owners of the herein described tract, do hereby adopt this plat designating the herein-described property as **LOTS 1 & 2, BLOCK 1, VARGAS ADDITION**, an addition to the City of Venus, Texas, and do hereby dedicate to the public use forever the streets and alleys shown thereon. The easements shown thereon are hereby reserved for the purposes as indicated and shall be open to fire, police and all public and private utilities for each use. The maintenance of paving on all easements is the responsibility of the property owner. No buildings, fences, trees, shrubs or other improvements shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using, or desiring to use same. All and any public utility shall have the full right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system on the easements and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and addition to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for reading meters and any maintenance and service required or ordinarily performed by that utility. All utility easements shall also include additional area of working space for construction and maintenance of the public water and sanitary sewer systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services from the main to and including the meters and boxes, sewer laterals from the main to the curb or pavement line, and the descriptions of such additional easements herein granted shall be determined by their locations as installed.

Surveyor's Certification

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeremy Luke Deal, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Venus, Texas.

Executed this the _____ day of _____, in the year of our Lord 2021.

_____
Jeremy Luke Deal
Registered Professional Land Surveyor
Texas Registration No. 5696

FINAL PLAT
LOTS 1 & 2, BLOCK 1
VARGAS ADDITION
situated in the ETJ of the City of Venus, and in the J.C. Pillow Survey, Abstract Number 683, the R. Rhodes Survey, Abstract Number 715 and the Z. Mobley Survey, Abstract Number 1169, Johnson County, Texas

LEGEND
D.R.J.C.T. = Deed Records, Johnson County, Texas
P.R.J.C.T. = Plat Records, Johnson County, Texas
CCF# = County Clerk's File Number
IRF = Iron Rod Found
IRS = 5/8" Capped Iron Rod Set Stamped "Realsearch"

Owner:
Lorena Vargas
355 W. Fain Street
Duncanville, TX 75116

REALSEARCH OF TEXAS, LLC
P.O. Box 1006, Godley, Texas 76044
Ph. 817-937-2655, jdeal@realsearch.org, www.realsearch.org
"Thou shalt not remove thy neighbor's landmark" Deut. 19:14
TBPLS Firm Registration # 10158200 *TBPE Firm Registration # 17968*

Project Number: 210324 Date: September 14, 2021
Revised Date:
Revision Notes:

Sheet 1 of 1

© copyright 2021, Realsearch of Texas, LLC

Vargas Addition



10/20/2021, 1:54:03 PM

Parcels

Road Centerlines

County Road

FEMA Flood Zones 2019

X

County Boundary

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA,

ArcGIS Web AppBuilder

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Texas Historical Commission | United States Postal Service | Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P,

Case Report – Colorado River Crossing Addition – Preliminary Plat
Planning and Zoning Commission – October 28, 2021
City Council - November 8, 2021

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Preliminary Plat for Colorado River Crossing Addition, consisting of 15 residential lots and 34 commercial lots, being 284.09 acres out of the BBB&C RR Survey Abstract No. 92 and the William Hickman Survey, Abstract 327, generally located north of U.S. 67 and either side of County Road 615, in the City of Venus Extraterritorial Jurisdiction (ETJ)

Owners: Highway 67 Investments, LLC, Alvarado, TX

Developer: Colorado River Components, LP, Alvarado, TX

Engineer/ Surveyor: Di Sciullo-Terry, Stanton & Associates, Inc., Arlington, TX

Location: Generally located north of U.S. 67 and either side of County Road 615

Zoning: The property is in the extraterritorial jurisdiction so zoning regulations do not apply. The developer's intent is that the property remain in the ETJ.

Current Use: Vacant

Analysis: The preliminary plat covers 284.395 acres and creates 15 residential lots, 34 commercial lots and one "green space" lot that includes the electric transmission line. Each residential lot exceeds two acres, the minimum necessary to meet County requirements for private water wells and septic tanks. The commercial lots generally range in size from two acres to five acres, with one 10-acre lot and one 20-acre lot.

The subject property is adjacent to U.S. 67 to the south and to County Road 615. The applicant is proposing a series of new internal roads, including one that will intersect with US 67 west of County Road 615. Staff has requested confirmation from the Texas Department of Transportation (TxDOT) that they concur with FM 1807 and County Road 213. The applicant is proposing to add deceleration lanes on U.S. 67. TxDOT has also requested that the number of driveways entering U.S. 67 be minimized, which the applicant has revised. The new roads will be 31-feet-wide concrete streets with curb and gutter and will be maintained by Johnson County. The applicant is dedicating additional right-of-way for the existing county roads, though some of the ultimate right-of-way will be the responsibility of adjacent property owners. Johnson County does not maintain sidewalks.

The property generally drains from east to west toward Fish Creek Branch, though a portion of the property drains to the southeast. The applicant is proposing to construct three detention ponds to handle off-site runoff. All of the detention ponds will be located within drainage easements on large lots, who will be responsible for their maintenance.

Water and wastewater will be handled by on-site water wells and septic systems, permitted by Johnson County.

The applicant has complied with all planning and engineering comments on the preliminary plat.

The Planning and Zoning Commission and City Council shall use the following criteria and determine if it is adequate to serve the development and meet the city's adopted master plans for those facilities: roads, water, wastewater, storm drainage, park facilities, open spaces, easements and rights-of-way. Further, the Council has authority to approve this plat subject to conformance with the regulations of the Subdivision Ordinance. The Commission may recommend and the Council may take the following action regarding this plat:

a. Approve the Plat as presented;
b. Approve with conditions; or
c. Deny the Plat

Any added conditions or a motion to deny must include specific references to the Subdivision or other ordinances that are not met by the plat.

Staff Recommendation:

Staff recommends that the Planning and Zoning Commission recommend that the City Council approve the Preliminary Plat for Colorado River Crossing Addition, as presented.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission recommends approval of the Preliminary Plat for Colorado River Crossing Addition, as presented.

Sample Motion: I move to approve/deny the Preliminary Plat for Colorado River Crossing Addition, as presented.

Attachments: Preliminary Plat
Preliminary Street Plan
Drainage Study
Applicant's response to comments
Aerial Photo

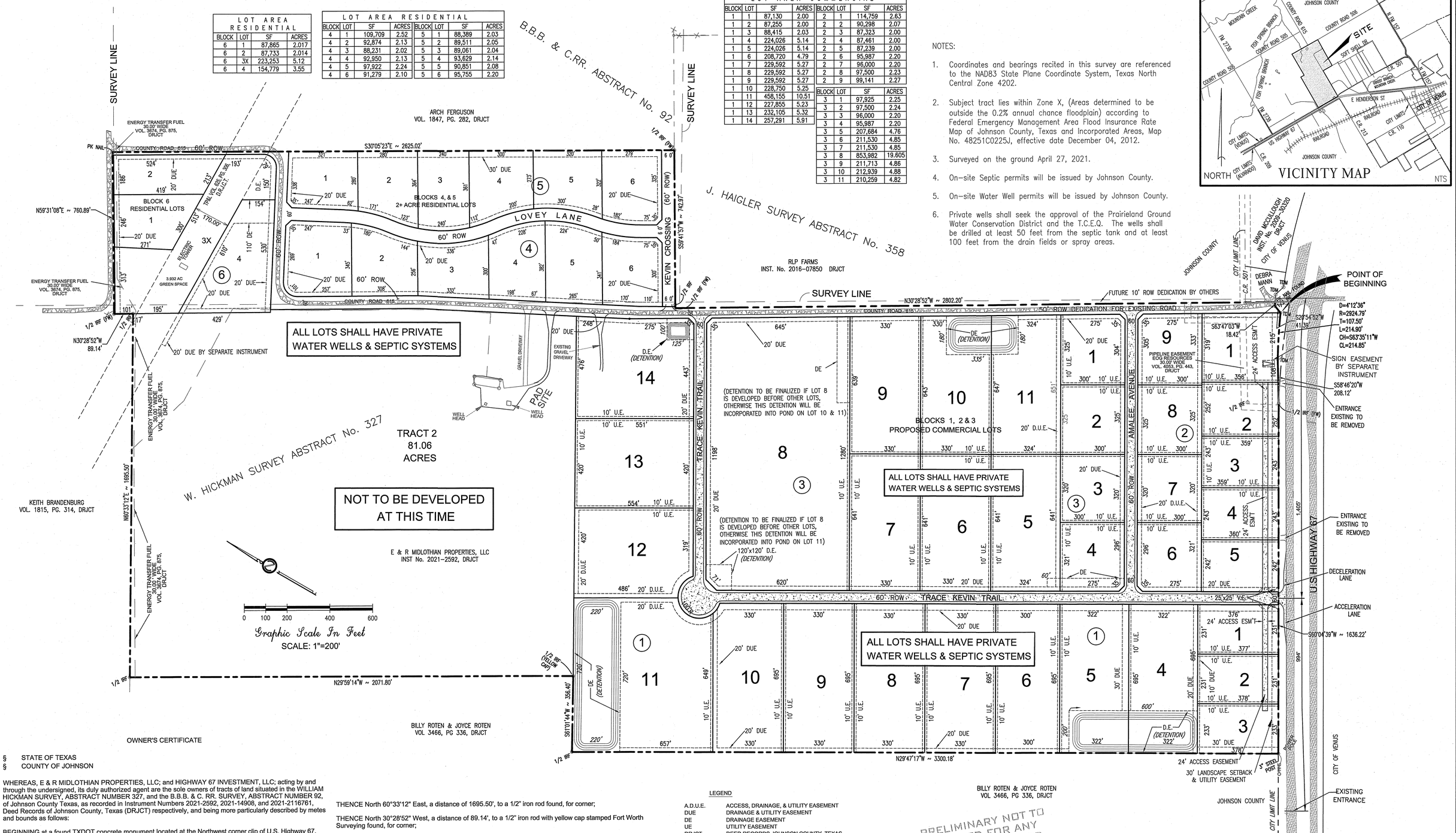
LOT AREA RESIDENTIAL			
BLOCK	LOT	SF	ACRES
6	1	87,865	2.017
6	2	87,733	2.014
6	3X	223,253	5.12
6	4	154,779	3.55

LOT AREA RESIDENTIAL							
BLOCK	LOT	SF	ACRES	BLOCK	LOT	SF	ACRES
4	1	109,709	2.52	5	1	88,389	2.03
4	2	92,674	2.13	5	2	89,511	2.05
4	3	88,231	2.02	5	3	89,061	2.04
4	4	92,950	2.13	5	4	93,629	2.14
4	5	97,922	2.24	5	5	90,851	2.08
4	6	91,279	2.10	5	6	95,755	2.20

LOT AREA COMMERCIAL							
BLOCK	LOT	SF	ACRES	BLOCK	LOT	SF	ACRES
1	1	87,130	2.00	2	1	114,759	2.63
1	2	87,255	2.00	2	2	90,298	2.07
1	3	88,415	2.03	2	3	87,323	2.00
1	4	224,026	5.14	2	4	87,461	2.00
1	5	224,026	5.14	2	5	87,239	2.00
1	6	208,720	4.79	2	6	95,987	2.20
1	7	229,592	5.27	2	7	96,000	2.20
1	8	229,592	5.27	2	8	97,500	2.23
1	9	229,592	5.27	2	9	99,141	2.27
1	10	228,750	5.25				
1	11	458,155	10.51	BLOCK	LOT	SF	ACRES
1	12	227,855	5.23	3	1	97,925	2.25
1	13	232,105	5.32	3	2	97,500	2.24
1	14	257,291	5.91	3	3	96,000	2.20
				3	4	95,987	2.20
				3	5	207,684	4.76
				3	6	211,530	4.85
				3	7	211,530	4.85
				3	8	853,982	19.605
				3	9	211,713	4.86
				3	10	212,939	4.88
				3	11	210,259	4.82

NOTES:

1. Coordinates and bearings recited in this survey are referenced to the NAD83 State Plane Coordinate System, Texas North Central Zone 4202.
2. Subject tract lies within Zone X, (Areas determined to be outside the 0.2% annual chance floodplain) according to Federal Emergency Management Area Flood Insurance Rate Map of Johnson County, Texas and Incorporated Areas, Map No. 48251C0225J, effective date December 04, 2012.
3. Surveyed on the ground April 27, 2021.
4. On-site Septic permits will be issued by Johnson County.
5. On-site Water Well permits will be issued by Johnson County.
6. Private wells shall seek the approval of the Prairieland Ground Water Conservation District and the T.C.E.Q. The wells shall be drilled at least 50 feet from the septic tank and at least 100 feet from the drain fields or spray areas.



§ STATE OF TEXAS
§ COUNTY OF JOHNSON

WHEREAS, E & R MIDLOTHIAN PROPERTIES, LLC; and HIGHWAY 67 INVESTMENT, LLC; acting by and through the undersigned, its duly authorized agent are the sole owners of tracts of land situated in the WILLIAM HICKMAN SURVEY, ABSTRACT NUMBER 327, and the B.B.B. & C. RR. SURVEY, ABSTRACT NUMBER 92, of Johnson County Texas, as recorded in Instrument Numbers 2021-2592, 2021-14908, and 2021-2116761, Deed Records of Johnson County, Texas (DRJCT) respectively, and being more particularly described by metes and bounds as follows:

BEGINNING at a found TXDOT concrete monument located at the Northwest corner clip of U.S. Highway 67, and County Road 615, and the beginning of a curve to the left;

THENCE along the north R.O.W. line of U.S. Highway 67, and with said curve turning to the left with a radius of 2924.79', an arc length of 214.90', and whose chord bears South 63°35'11" West a distance of 214.85', to a found TXDOT concrete monument, for corner;

THENCE South 58° 46' 20" West, with the north R.O.W. line of U.S. Highway 67, a distance of 208.12' to a 1/2" iron rod with yellow cap stamped Fort Worth Surveying found, for angle point;

THENCE South 60°04'39" West, along the north R.O.W. line of U.S. Highway 67, a distance of 1636.22', to a found 3" steel post, for corner;

THENCE North 29°47'17" West, departing said north R.O.W. line of U.S. Highway 67, a distance of 3300.18', to a 1/2" iron rod found, for corner;

THENCE North 61°01'44" East, a distance of 356.40', to found 1/2" iron rod with yellow cap found, for corner;

THENCE North 29°59'14" West, a distance of 2071.80', to a 1/2" iron rod found, for corner;

THENCE North 60°33'12" East, a distance of 1695.50', to a 1/2" iron rod found, for corner;

THENCE North 30°28'52" West, a distance of 89.14', to a 1/2" iron rod with yellow cap stamped Fort Worth Surveying found, for corner;

THENCE North 59°31'08" East, a distance of 760.89', to a PK nail found in asphalt road, for corner;

THENCE South 30°05'23" East, a distance of 2625.02', to a 1/2" iron rod with yellow cap stamped Fort Worth Surveying found, for corner;

THENCE South 59°41'57" West, at a distance of 726.92 passing through a 1/2" iron rod found, in all a distance of 742.97', to a 1/2" iron rod found with a yellow cap stamped Fort Worth Surveying, in County Road 615, for corner;

THENCE South 30°28'52" East, a distance of 2802.20', to a PK nail found in County Road 615, for corner;

THENCE South 63°47'03" West, a distance of 18.42', to a 1/2" iron rod with yellow cap stamped Fort Worth Surveying found, for corner;

THENCE South 20°54'52" West, a distance of 41.39', to the POINT OF BEGINNING, having an area of 284.09 acres of land, with approximately 6.23 acres in County Road 615, leaving a net area of 277.86 acres of land, more or less.

LEGEND

A.D.U.E.	ACCESS, DRAINAGE, & UTILITY EASEMENT
DUE	DRAINAGE & UTILITY EASEMENT
DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
DRJCT	DEED RECORDS JOHNSON COUNTY, TEXAS
FW	FORT WORTH SURVEYING
TP&L	TEXAS POWER & LIGHT
TDM	TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT

CITY OF VENUS
Approved by City of Venus City Council:

Mayor: _____

Attested by City Secretary: _____

Date of Approval: _____

BILLY ROTEN & JOYCE ROTEN
VOL 3466, PG 336, DRJCT

PRELIMINARY NOT TO BE FILED FOR ANY REASON RELEASED FOR REVIEW 10/28/2021

CONSULTING ENGINEER
DI SCIULLO-TERRY, STANTON & ASSOCIATES, INC.
908 WEST MAIN STREET * ARLINGTON, TEXAS 76013
PHONE: 817-275-3361
CONTACT EMAIL: jstanton@dlerry.com
ESTABLISHED 1953 * FIRM Nos. E-615 and S-100049-00

©DISCIULLO-TERRY, STANTON & ASSOCIATES, INC. 2021

DEVELOPER
COLORADO RIVER COMPONENTS
P. O. BOX 1158
ALVARADO, TEXAS 76009
TELEPHONE: 817-790-8612

PRELIMINARY PLAT

COLORADO RIVER CROSSING ADDITION

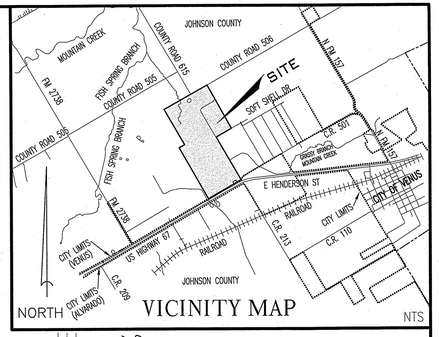
284.09 ACRES OUT OF THE
B.B.B. & C. RR. SURVEY, A-92 AND
THE WILLIAM HICKMAN SURVEY, A-327
IN THE VENUS ETJ, JOHNSON COUNTY, TEXAS
625 COUNTY ROAD 615

PP-572

P:\08 JOBS\08-0413 COLORADO RIVER - VENUS\PRELIMINARY PLAT\1-Venus---PRELIMINARY PLAT.dwg, 10/29/2021 11:43:24 AM, 1:1

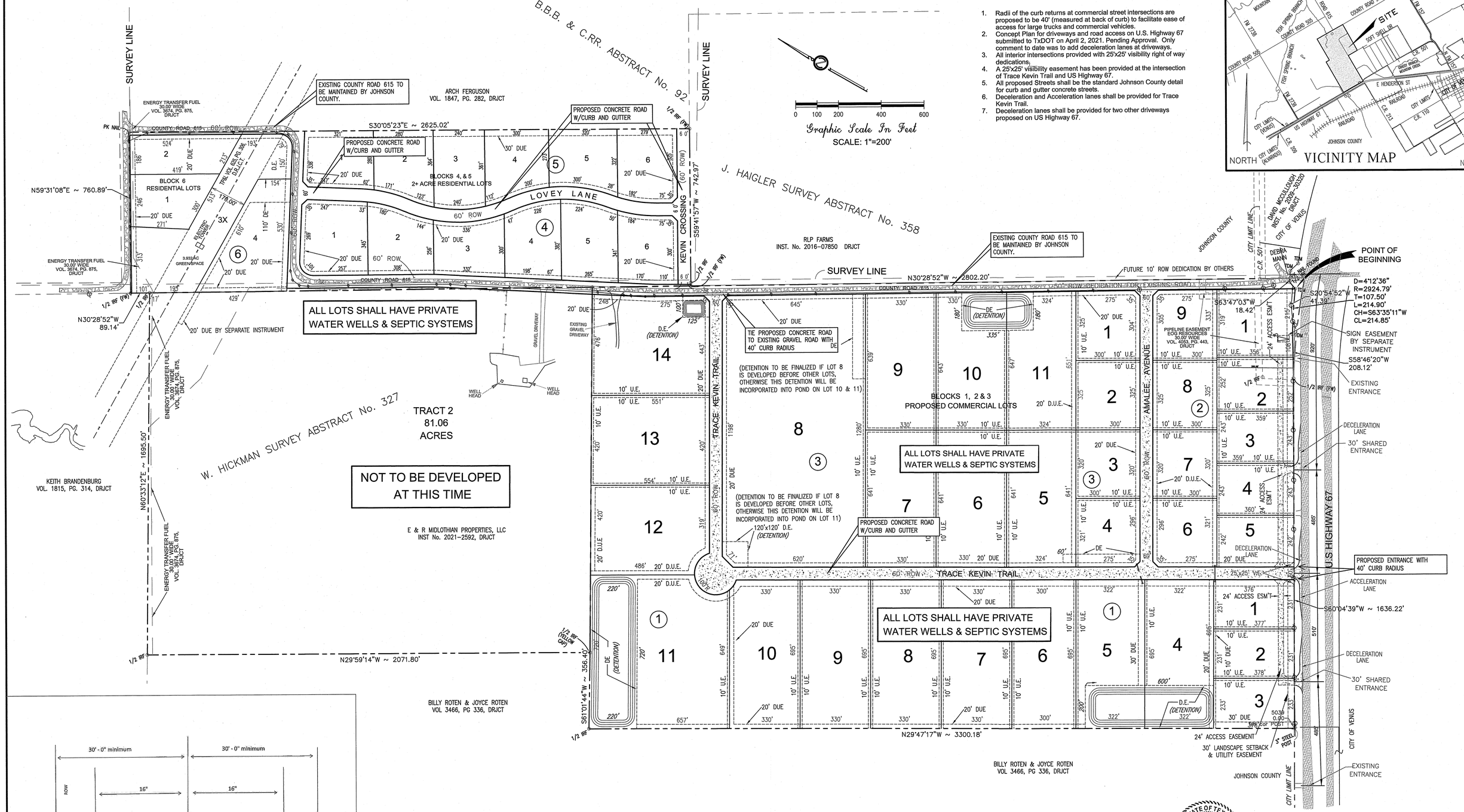
NOTES:

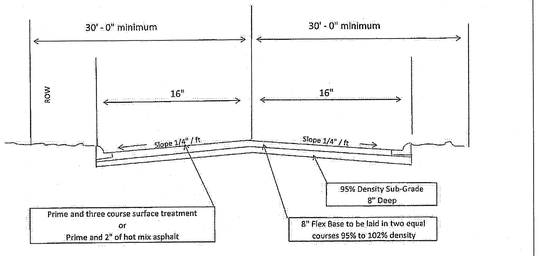
1. Radii of the curb returns at commercial street intersections are proposed to be 40' (measured at back of curb) to facilitate ease of access for large trucks and commercial vehicles.
2. Concept Plan for driveways and road access on U.S. Highway 67 submitted to TxDOT on April 2, 2021. Pending Approval. Only comment to date was to add deceleration lanes at driveways.
3. All interior intersections provided with 25'x25' visibility right of way dedications.
4. A 25'x25' visibility easement has been provided at the intersection of Trace Kevin Trail and US Highway 67.
5. All proposed Streets shall be the standard Johnson County detail for curb and gutter concrete streets.
6. Deceleration and Acceleration lanes shall be provided for Trace Kevin Trail.
7. Deceleration lanes shall be provided for two other driveways proposed on US Highway 67.



VICINITY MAP

NTS





TYPICAL CURB & GUTTER SECTION

Figure 8

CONSULTING ENGINEER

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ESTABLISHED 1953 * FIRM Nos. E–615 and S–100049–00
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STATE OF TEXAS
JOYCE P. STANTON
70197
LICENSED PROFESSIONAL ENGINEER
10/12/2021

DEVELOPER

COLORADO RIVER COMPONENTS
P. O. BOX 1158
ALVARADO, TEXAS 76009
TELEPHONE: 817–790–8612

PRELIMINARY STREET PLAN

COLORADO RIVER CROSSING ADDITION

284.09 ACRES OUT OF THE
B.B.B. & C. RR. SURVEY, A-92 AND
THE WILLIAM HICKMAN SURVEY, A-327
IN THE VENUS ETJ, JOHNSON COUNTY, TEXAS
625 COUNTY ROAD 615

P:\COLORADO RIVER - VENUS\PRELIMINARY PLAT\1-Venus---PRELIMINARY PAVING.dwg, 10/20/2021 2:57:24 PM, 1:1

NOTE: ALL EXISTING CULVERTS ARE 24"X36" OVAL CORRAGATED METAL PIPE

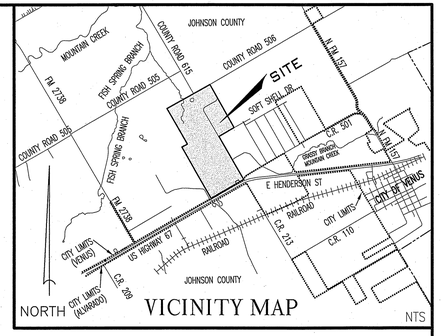
LEGEND

A 15.68 — DRAINAGE AREA
ACREAGE

SD STORM DRAIN

NOTES:

1. Contours are not from an on the ground survey. Contours shown hereon are from The North Central Texas Council of Governments (NCTCOG) Lidar.
2. Ponds provided for detention of additional water runoff created by development.
3. Drainage Area 'A' shall sheet flow into existing bar ditches in U.S. Highway 67.



VICINITY MAP NTS

THE DETENTION POND FOR DRAINAGE AREA "F" WILL BE PROVIDED IF LOT 8 IS DEVELOPED BEFORE DETENTION POND 2 IS CONSTRUCTED. WHEN DETENTION PONDS 2 AND 2 ARE CONSTRUCTED THE DETENTION PONDS ON LOT 8 MAY BE REMOVED.

THE DETENTION POND FOR DRAINAGE AREA "c" WILL BE PROVIDED IF LOT 8 IS DEVELOPED BEFORE DETENTION POND 2 IS CONSTRUCTED. WHEN DETENTION PONDS 2 AND 3 ARE CONSTRUCTED THE DETENTION PONDS ON LOT 8 MAY BE REMOVED.

THE PRELIMINARY DESIGN CONTAINED HEREWITH IS BASED ON DRAINAGE DESIGN IMPACTS AND CONSIDERATIONS IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICES FOR THE PURPOSES OF ESTABLISHING DRAINAGE EASEMENTS FOR A PRELIMINARY PLAT. PIPE SIZES AND DESIGN ELEMENTS MAY CHANGE DURING CONSTRUCTION DESIGN; HOWEVER ENGINEERING BEST PRACTICES HAVE BEEN IMPLEMENTED BASED ON THE CURRENT DATA AVAILABLE AND IT IS NOT ANTICIPATED THAT ADDITIONAL EASEMENTS WILL BE REQUIRED.

PRELIMINARY DRAINAGE NOTES--COMMERCIAL LOTS

1. DETENTION EASEMENTS ARE SIZED BASED ON THE MODIFIED RATIONAL METHOD FOR ESTIMATING DETENTION PONDS IN ACCORDANCE WITH THE CURRENT ISWM RECOMMENDED METHODS. PONDS ARE SIZED TO CONTAIN THE 100-YEAR STORAGE WITH 1 FOOT OF FREEBOARD, AND ACCESS FOR MAINTENANCE
2. THIS PRELIMINARY DRAINAGE PLAN LIMITS LOT TO LOT DRAINAGE TO A MAXIMUM OF ONE LOT CONVEYING ACROSS THE DOWNSTREAM LOT VIA SHEET FLOW ONLY, IN ACCORDANCE WITH CURRENT JOHNSON COUNTY SUBDIVISION RULES AND REGULATIONS. DRAINAGE EASEMENTS ARE PROVIDED WHEN EITHER FLOW IS CONCENTRATED ONTO AN ADJACENT LOT OR WHEN INFRASTRUCTURE IS BEING CONSTRUCTED TO CONVEY DRAINAGE ACROSS MULTIPLE PROPERTIES.
3. TWENTY-FOUR INCH (24") CULVERTS ARE PROPOSED AT ALL DRIVEWAY LOCATIONS. CULVERT SIZING IS BASED ON THE EXISTING BAR-DITCH CONDITIONS AND PRELIMINARY DRAINAGE ESTIMATIONS OF CONTRIBUTING DRAINAGE AREA.
4. THIRTY-SIX INCH (36") STORM DRAIN MAINS ARE PROPOSED THROUGHOUT THIS DEVELOPMENT. STORM DRAIN SIZE ESTIMATIONS WERE BASED ON CURRENT ISWM METHODS FOR CONTRIBUTING DRAINAGE AREAS, AND CAPACITY ANALYSIS OF THE STORM DRAIN PIPES AT ACHIEVABLE SLOPES.
5. A GRADING PLAN HAS NOT BEEN PREPARED WITH THIS PRELIMINARY DRAINAGE PLAN; HOWEVER, ENGINEERING APPROXIMATIONS OF SITE BALANCE WAS UTILIZED TO DETERMINE APPROXIMATE FINISHED GRADES AND STORM DRAIN PIPE SLOPES FOR CAPACITY ANALYSIS.

DRAINAGE AREA CALCULATIONS (Johnson County)

Area No.	Acreage	C*	Time in minutes	I_{5yr}	Q_5	I_{25yr}	Q_{25}	I_{100yr}	Q_{100}	Conveyance Point
A	16.38	0.80	15	4.65	60.91	6.65	87.17	8.44	110.65	Sheet Flow to 67
B	20.97	0.80	15	4.65	77.96	6.65	111.58	8.44	141.64	POND 1
C	9.26	0.80	15	4.65	34.43	6.65	49.28	8.44	62.55	POND 1
D	25.27	0.80	20	3.94	79.58	5.63	113.79	7.14	144.29	POND 1
E	13.69	0.80	15	4.65	50.91	6.65	72.86	8.44	92.49	POND 2
F	10.44	0.80	15	4.65	38.81	6.65	55.55	8.44	70.51	POND 2
G	47.07	0.80	20	3.94	148.20	5.63	211.91	7.14	268.73	POND 3
H	5.91	0.80	10	5.60	26.50	8.05	38.04	10.23	48.37	POND 4

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STATE OF TEXAS
JOYCE P. STANTON
70197
LICENSED PROFESSIONAL ENGINEER
10/20/2021

DRAINAGE STUDY

COLORADO RIVER CROSSING ADDITION

284.09 ACRES OUT OF THE
B.B.B. & C. RR. SURVEY, A-92 AND
THE WILLIAM HICKMAN SURVEY, A-327
IN VENUS ETJ, JOHNSON COUNTY, TEXAS
625 COUNTY ROAD 615

J:\Projects\2021\21-0343 - VENUS\PRELIMINARY PLAT\1-Venus---PRELIMINARY DRAINAGE.dwg, 10/20/2021 3:16:45 PM, 1:1

DI SCIULLO-TERRY
STANTON & ASSOCIATES, INC.
ENGINEERING AND SURVEYING

908 W. Main Street • Arlington, TX 76013
817.275.3361 • Fax 817.275.8920

October 20, 2021

Mr. Dave Gattis
Interim City Planner
City of Venus
700 W. US. HWY 67
Venus, TX 76084

RE: Colorado River Crossing Addition
Preliminary Plat and Preliminary Engineering Plans
Response to Comments.

Dear Mr. Gattis,

Thank you for the review letter dated October 11, 2021 sent via email. Below is our response.

Preliminary Plat Comments

1. We understand that the project is to remain in the ETJ of Venus and that each lot will be served by a private water well and septic tank. Blocks 1-3 will be commercial while Blocks 4-6 will be residential. *Yes. This is correct.*
2. Please add a bearing and distance (N 29° 47'17"W, 3300.18 feet) on the southwest leg (i.e. fourth call from POB). *The call has been added. Thank you.*
3. Please add name, location, and lot lines of all adjacent subdivisions and property lines and owner names for unplatted property on the face of the plat. *These labels have been added.*
4. We note the dedication of 50 feet of right-of-way for C.R. 615 between U.S. 67 and Kevin Crossing. Please verify that the 50 feet includes 30 feet from the centerline (i.e. and ultimate 60 foot wide right-of-way.) *The current alignment of C.R. 615 is predominantly out of the subject tract. This plat proposes to dedicate the existing 50' right of way and for the tract on the east side of C.R. 615 to dedicate the additional 10' of right of way required when developed.*
5. Please provide written verification from TxDOT that they will approve each of the street intersections and drive approaches shown. *The initial TxDOT submittal was April 2, 2021. The response from TxDOT was to provide a TIA to verify if deceleration lanes were needed and a drainage study to determine where the displaced water will be going. The owner provided deceleration lanes, rather than a TIA and detention for the additional runoff created by the development. This was resubmitted to TxDOT on May 27, 2021, again on June 8, 2021 and recently on October 20, 2021. We would appreciate any assistance communicating with TxDOT.*

6. Please show all existing buildings (Alven Plaza and manufactured home near billboard on US 67). *Existing buildings on subject tract have been removed.*
7. Please show any gathering pipeline easements associated with the Wellhead on Tract 2. We note the 30-Energy Transfer Fuel Easement along the northern edge of the property. *We have searched the Johnson County Real Property Records and shown all the easements that we were able to locate, please provide us any information you have on possible easements.*
8. Please add "in the Venus ETJ" to the title block in the lower right-hand corner. *Added.*
9. Please add a signature block for the Mayor and City Secretary to indicate City Approval. *Added.*
10. We note that the block shown exceed the 1,600-foot maximum in our subdivision ordinance. *While it is true the distance exceeds the maximum allowed in the subdivision ordinance, the number of lots served is less than 1/3 the number normally served by the 1,600 foot maximum because these lots are more than 3 times wider than any subdivision lot, therefore the extra length will not create the traffic problem that would be created by smaller lots being served by this length of block.*
11. Please show a 25-foot by 25-foot visibility easement at each intersection. *These have been provided.*
12. Please provide a 10-foot general utility easement along the side and rear lot lines for all lots in Blocks 1-3. *Added.*

Thank you for your comments. Three sets of revised Preliminary Plats and Preliminary Engineering as well as a CD with PDFs of the included sheets are attached for your review. Let us know of any questions. Feel free to contact me at jstanton@dterry.com or 817-275-3361 with any questions.

Sincerely,

Di Sciullo-Terry, Stanton & Associates, Inc.

Joyce P. Stanton, PE, RPLS

Attachements: Preliminary Plat
Preliminary Drainage, Street and Utility Plans

Colorado River Crossing



10/20/2021, 3:54:44 PM

Parcels

Road Centerlines

Interstate/US Highway

City Street

County Road

Farm To Market

Driveway

FEMA Flood Zones 2019

A

X

City Boundaries

VENUS

County Boundary

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, METI/

ArcGIS Web AppBuilder

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Texas Historical Commission | United States Postal Service | Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P,