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 SPECIAL CALLED COUNCIL MEETING

Venus Civic Center
210 South Walnut
Venus, Texas 76084
Tuesday, October 12, 2021 7:00 PM

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 September 27, 2021.

4.2. Ratifying the payment of bills for the month of September 2021. 8 - 20

September 2021 Check Report.pdf

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

5. Staff Reports:

5.1. Fire Department - Jayson Deleon: No report.

5.2. Police Department -James Groom: September 2021 report. 21

VPD September2021 Monthly Report.pdf

5.3. Public Works - Chip Hopkins: Monthly report. 22 - 25

Public Works – 10.12.21.pdf

5.4. City Administration- Tonya Roberts: October 2021 report. 26 - 27

City Administrator's Report - October 2021.pdf

5.5. Finances - Cheryl Estes: No report

5.6. Planning & Development - Interim Dave Gattis: No report.

6. Proclamation:

6.1. Purple Heart City Proclamation. 28

Purple Heart City 2.pdf

7. Presentation:

7.1. Presentation from Hilltop Securities Inc. regarding plan of finance for Public Improvement District for LGI Texas-Homes, LLC. and provide direction to City staff and consultants related thereto.

8. Public Hearing

8.1. Conduct Public Hearing to approve or deny to change Code of Ordinances, Chapter 34-Zoning, ARTICLE II-DISTRICTS, Section 34-62.- Schedule of district regulations, changing the minimum building size (sq. ft.) in the R-1, R-2 and MH-1 districts from 1250 sq. ft. to 1400 sq. ft. 29

1A-Change minimum house size.pdf

Open Public Hearing:

Close Public Hearing:

8.2. Conduct Public Hearing to approve or deny 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. 30 - 31

2A-Revised PD Site Plan for Patriot Villas.pdf

2B-VENUS TOWNHOUSE-ZONING EXHIBIT.pdf

Open Public Hearing:

8.3. Conduct Public Hearing regarding a 73.524-acre tract in the William Hill Survey Abstract 379 in Johnson County generally located south of County Road 109 and east of 7th Street (S SH 157), designated as Johnson County Parcel ID No. 126.0379.00250. 32 - 39

9.3- Signed Annexation Petition .pdf

9.3 A - 1 - Exhibit A - Legal Description.pdf 9.3 B- 2 - Exhibit B - Title Survey.pdf

9.3 C - Service Plan.pdf

Open Public Hearing:

Close Public Hearing:

9. Discussion and Consideration

9.1. Discuss and consider Ordinance No. 738-2021-10 changing the Code of Ordinances, Chapter 34-Zoning, ARTICLE II-DISTRICTS, Section 34-62.- Schedule of district regulations, changing the minimum building size (sq. ft.) in the R-1, R-2 and MH-1 districts from 1250 sq. ft. to 1400 sq. ft. 40 - 42

This is part of Public Hearing item 8.1.

VENUS Amending Zoning Ordinance minimum building size.pdf

I make a motion to approve/deny Ordinance No. 738-2021-10 changing the Code of Ordinances, Chapter 34-Zoning, ARTICLE II-DISTRICTS, Section 34-62.- Schedule of district regulations, changing the minimum building size (sq. ft.) in the R-1, R-2 and MH-1 districts from 1250 sq. ft. to 1400 sq. ft.

9.2. Discuss and consider 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.

This item is part of Public Hearing item 8.2.

I make a motion to continue this case until November 8, 2021 City Council meeting.

9.3. Discuss and consider Ordinance No. 739-2021-10 annexing the hereinafter described territory legally described as approximately being all that certain lot, tract or parcel of land as described in the warranty deed from Billy G. Shaw, ET UX and conveyed to Seven S Ranch, INC, and recorded in Volume 3444, Page 97 of the deed records of Johnson County, Texas and being a portion of a called 75.19 acre tract of land into the City of Venus, Johnson County, Texas and extending the boundary limits of said City so as to include the described property within the City limits. 43 - 47

739-2021-10-VENUS annexation ordinance 2021 Stallion Ranch.pdf

This item is part of Public Hearing item 8.3.

I make a motion to approve/deny Ordinance No. 739-2021-10.

9.4. Discuss and consider Resolution No. 16-2021-10 affirming nomination(s) for candidate(s) for the Board of Directors for the Central Appraisal District of Johnson County, Texas. 48 - 50

Central appraisal district.pdf

I make a motion to approve/deny Resolution No 16-2021-10.

9.5. Discuss and consider Resolution No. 17-2021-10 designating the Official Newspaper for the City of Venus. 51 - 54

Local Government Codes.pdf

17-2021-10 Resolution official newspaper.pdf

Advertising commitment- Midlothian mirror- negotiated rates.pdf

I make a motion to approve/deny Resolution No. 17-2021-10.

9.6. Discuss and consider adoption of Resolution No. 18-2021-10 approving a Preliminary Limited Offering Memorandum for sale of City of Venus, Texas Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District). 55 - 147

18-2021-10 Resolution Approving PLOM v2.pdf

Ex. A Venus, Patriot Estates PID - S2021 - PLOM 4140-4856-1969 1.pdf

I make a motion to approve/deny Resolution No. 18-2021-10.

9.7. Discuss and consider adoption of Resolution No. 19-2021-10 approving a Reimbursement Agreement with LGI-Homes-Texas. LLC providing for the Construction and Acquisition of Public Improvements within the Patriot Estates Public Improvement District and authorizing Mayor to execute said Reimbursement Agreement in the name of and on behalf of the City of Venus, Texas. 148 - 171

19-2021-2021.pdf

I make a motion to approve/deny Resolution No. 19-2021-10.

9.8. Discuss and consider a Final Plat for Patriot Estates Phase 8, a 336-lot residential subdivision, being 115.81 acres out of the Radford Berry Survey, Abstract 26, Johnson County and the Radford Berry Survey, Abstract 42 in Ellis County, Generally located south of County Road 502 and east of County Road 620, in the City of Venus. 172 - 178

3A-Patriot Estates Ph 8 Final Plat.pdf

3B-210910_Final Plat_Patriot Estates Ph8.pdf

3C-Patriot Estates Phase 8 Aerial.pdf

I make a motion to approve/deny the Final Plat for Patriot Estates Phase 8, subject to completion on the punch list items.

9.9. Discuss and consider Final Plat for Lot 1, Block A, Adelina Place Addition, a one-lot commercial subdivision, being 0.78 acres out of the Radford Berry Survey, Abstract 26, Johnson County, generally located east of north FW 157 and north of U.S. 67, in the City of Venus. 179 - 182

5.4-A-Adelina Place Addition Final Plat.pdf 5.4-B-PLAT-

104-106- fm 157 venus tx.pdf 5.4-C Adelina Place Aerial.pdf

I make a motion to approve/deny Final Plat for Lot 1, Block A, Adelina Place Addition.

9.10. Discuss and consider Resolution No. 20-2021-10 setting a public hearing for the creation of a tax increment reinvestment zone containing approximately 2,909.08 acres of land generally located near State Highway 67, east of County Road 213, west of Lone Star Avenue, south of County Road 507, and north if Vista Drive and being wholly located within the corporate limits and extraterritorial jurisdiction of the City of Venus, Texas. 183 - 186

20-2021-10- 2021-10-04_VEN_TIRZ No.1_Call a PH_V1.2.pdf

9.11. I make a motion to approve/deny Resolution No. 20-2021-10.

10. 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

Section: 551.071 (2) - Discuss Brahman Ranch II.

10.1. Recess into Executive Session:

10.2. Reconvene into Open Session:

11. 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**, Wednesday, October 6, 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	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	3,639.76
			TMRS RETIREMENT	3,447.92
			TMRS RETIREMENT	3,363.62
			TMRS RETIREMENT	3,444.50
		U. S. TREASURY	FEDERAL WITHHOLDING	4,342.84
			FEDERAL WITHHOLDING	4,247.86
			FICA WITHHOLDING	3,144.50
			FICA WITHHOLDING	2,912.56
			MEDICARE WITHHOLDING	735.41
			MEDICARE WITHHOLDING	681.16
		CHILD SUPPORT DISTRIBUTION FUND	CASE #0011334214-11305	136.15
			CASE #0011334214-11305	136.15
			CASE ID 0010216557	207.69
			CASE ID 0010216557	253.85
			CASE ID 0012061075	192.00
			CASE ID 0012061075	238.15
			CASE ID 0010420256	200.77
		FIRST UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION 2021-09	261.14
			UNUM VOL LIFE 2021-09	385.18
			UNUM COBRA DENTAL/VISION	30.72
		DEARBORN GROUP	LIFE W/ AD&D	102.00
			STD	472.00
			LTD	434.00
			VOL LIFE	500.00
		VENUS ISD	HOMECOMING PARADE	500.00
		CITIBANK	GROOM CC CHARGES	1,017.42
			ESTES CC CHARGES	1,286.50
			GREEN CC CHARGES	640.23
			HOPKINS CC CHARGES	1,309.34
			GORDON CC CHARGES	400.00
		WEX BANK	MONTHLY SERVICE FEE	4.99
			REBATE	88.18-
		MCCREARY, VESELKA, BRAGG AND ALLEN P.C	COURT COLLECTION FEES	534.60
			COURT COLLECTION FEES	228.60
			COURT COLLECTION FEES	928.23
			COURT COLLECTION FEES	320.40
		CIGNA HEATHCARE	CIGNA HEATHCARE 2021-09	4,206.07
			CIGNA HEATHCARE 2021-09	708.91
			TOTAL:	45,507.04
PLANNING & DEVELOPMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	380.46
			TMRS RETIREMENT	176.12
			TMRS RETIREMENT	174.25
			TMRS RETIREMENT	176.12
		U. S. TREASURY	FICA WITHHOLDING	101.73
			FICA WITHHOLDING	90.07
			MEDICARE WITHHOLDING	23.79
			MEDICARE WITHHOLDING	21.07
		FIRST UNUM LIFE INSURANCE CO	2021-09 PREMIUMS	75.54
			UNUM DENTAL/VISION 2021-09	86.27
		JACOB MARTIN, LLC	ZONING MAP	2,657.50
		CITY HALL ESSENTIALS	CITY PLANNER	5,396.04
			CITY PLANNER	6,110.53
			CITY PLANNER	5,730.38
		PAPE-DAWSON CONSULTING ENGINEERS INC	RIDGEVIEW INSPECTIONS	5,124.60
		P3WORKS LLC	SEVEN S RANCH (STALLION RA	206.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SEVEN S RANCH STALLION RAN	551.90
		PACE PAYMENT SYSTEMS	CC READER FOR PERMITS	115.00
		MIDLOTHIAN MIRROR	ZONING CHANGES	318.24
			ORD 728-2021-06 ZONING CHA	126.88
			ZONING ORD CHANGE-MIN SQ F	126.88
		BUREAU VERITAS NORTH AMERICA, INC	1109 SUMNER DR	167.55
			11225 CR 506	600.00
			113 LADY BIRD CT	160.00
			113 NIMITZ	160.00
			120 PATRIOT PKWY	142.35
			123 PATRIOT PKWY	76.92
			126 HARLEY MEADOW CIR	76.92
			128 HARLEY MEADOWS CIR	76.92
			130 HARLEY MEADOWS CIR	76.92
			131 HARLEY MEADOWS CIR	76.92
			151 TIGER RIDGE	76.92
			201 E 1ST ST	76.92
			201 S LOCUST	76.92
			203 LIBERTY LN	160.00
			206 S HICKORY	76.92
			208 S HICKORY	76.92
			220 LEWIS LN	76.92
			4 VENUS LARUE	159.15
			702 WHEAT VALLEY BLVD	76.92
			717 HARVEST MOON DR	2,193.74
			MR JIM'S PIZZA	150.00
			PALLADIUM AMENITY CENTER	150.00
			1000 SUMNER DR	76.92
			103 CLARK ST	160.00
			104 LADY BIRD CT	76.92
			105 LONE STAR AVE	200.00
			1109 SUMNER DR	403.05
			114 LADY BIRD CT	76.92
			120 OCELOT LN	76.92
			120 WASHINGTON WAY	160.00
			121 HIGHGATE DR	175.95
			124 BUSH DR	160.00
			128 ALAMO WAY	76.92
			140 CLIFF RIDGE	1,574.01
			141 HIGHGATE DR	76.92
			149 KENNEDY DR	76.92
			150 CROCKETT WAY	160.00
			150 HIGHGATE	1,540.41
			151 HIGHGATE	76.92
			161 HIGHGATE	1,409.37
			177 KENNEDY DR	160.00
			196 LIBERTY LN	76.92
			210 HIGHGATE	1,332.09
			220 HIGHGATE	1,409.37
			220 TIGER RIDGE	76.92
			221 HIGHGATE	1,520.25
			230 CLIFF RIDGE	1,406.01
			231 HIGHGATE	1,594.17
			231 TIGER RIDGE	76.92
			2395 CR 213	76.92
			2397 CR 213	160.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			240 CLIFF RIDGE	76.92
			305 S KICYST ST	226.35
			306 RIDGE HOLLOW	76.92
			308 FAIRFIELD	160.00
			309 FAIRFIELD	436.65
			3300 HWY 67	673.53
			3300 HWY 67	2,434.59
			704 S OAK ST	76.92
			708 FALLOW DR	2,193.74
			712 FALLOW DR	2,193.74
			716 FALLOW DR	2,193.74
			462 E HWY 67 HEALTH SERVIC	400.00
			462 E HWY 67 HEALTH SERVIC	400.00
		BIRKHOFF,HENDRICKS & CARTER, LLP	RIDGEVIEW ADDITION	334.25
			PATRIOT ESTATES PHASE 8	891.38
			HERITAGE HILLS PHASE 1	706.83
			PATRIOT ESTATES PHASE 9	168.54
			STARLIGHT MEADOWS	445.66
			BANKSTON	111.42
			PATRIOT ESTATES PHASE 8	278.54
			HERITAGE HILLS PHASE 1	1,087.21
			HERITAGE HILLS PHASE 2	111.42
			STARLIGHT MEADOWS	2,474.06
			BANKSTON	334.25
			SEVEN S RANCH	445.66
		CIGNA HEATHCARE	CIGNA HEATHCARE 2021-09	1,804.15
		**PAYROLL EXPENSES	9/01/2021 - 9/30/2021	2,316.66
			TOTAL:	70,236.65
ADMINISTRATION	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	850.50
			TMRS RETIREMENT	824.73
			TMRS RETIREMENT	815.44
			TMRS RETIREMENT	841.58
		U. S. TREASURY	FICA WITHHOLDING	641.35
			FICA WITHHOLDING	483.46
			MEDICARE WITHHOLDING	150.01
			MEDICARE WITHHOLDING	113.07
		FRONTIER ACCESS LLC	CITY HALL	92.40
			CITY HALL	92.40
			CITY HALL	92.40
		CINTAS	MATS FOR CITY HALL	31.39
			Mats for city hall	31.41
			MATS FOR CITY HALL	31.41
			MATS FOR CITY HALL	31.41
			MATS FOR CITY HALL	31.41
		CASEY HOMESLEY	COVID TESTING REIMBURSEMEN	40.00
		BROADVOICE	PHONE 9/8/21 - 10/7/21	157.48
			/EFAX 9/8/21 - 10/7/21	25.00
		FIRST UNUM LIFE INSURANCE CO	2021-09 PREMIUMS	164.65
			UNUM DENTAL/VISION 2021-09	99.61
		LORETTA S. MILLER	CLEANING SERVICES PD 8/24/	200.00
			CLEANING SERIVCE 8/31/21	200.00
			CLEANING SERVICE 9/7/2021	200.00
		AMERIFLEX	HRA ADMIN FEES 28 EMP @ $5	140.00
		MIDLO H2O	#5 GALLON WATER FOR BREAKR	60.00
			6 - 5GAL H20 JUGS	45.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		XEROX FINANCIAL SERVICES	SEPT 21 XEROX LEASE PAYMEN	129.00
		XEROX USAGE	849 @ $0.047 COLOR	39.90
			416 @ $0.006 B/W	2.50
		FTDJ, LLC	MONTTHLY IT & MICROSOFT	937.00
		PATILLO, BROWN & HILL, LLP	FY19/20 FINAL BILL	0.00
		KAY HARRINGTON	CLEAN OUT SPEPTIC AT CH	395.00
		JORDAN KUHN	SOFFITT REPAIR	3,283.50
		AKINS ENVIRONMENTAL CLEANING	ONE TIME DEEP CLEANING	990.00
			FLOOR SCRUB REMOVE GLUE	400.00
		K.R. MARTIN & SON LOCKSMITH, INC	REPAIRS ON LOBBY DOORS	250.00
		ALLIED 100	AED CITY HALL - WALL MOUNT	1,502.50
			AED PUB WORKS-WALL MOUNT	1,502.50
			AED POLICE HAND CARRY	1,495.00
		TROY HOPKINS	HOPKINS REIMBURSEMENT-COVI	75.00
		REBECCA GRASSL-PETERSON	CITY HALL SEPTIC SYSTEM	400.00
		PITNEY BOWES PURCHASE POWER	MACHINE REFILL	499.00
		VENUS AUTO PARTS LLC	DISCONNECT	17.98
			3/4 COUPLER	8.99
			3/4 TEE	13.99
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	700 W HWY 67 7/5/21 - 8/5/	56.09
		WEX BANK	ADMIN FUEL	85.01
		GEXA ENERGY	50% CH/AUXILARY 8/4 - 9/2/	460.61
			GEXA ICE STORM RECOVERY CH	228.07
		FIRST CHECK	DAVID HALE	27.00
			MICHAEL GLEASON	27.00
		CARENOW CORPORATE	DAVID HALE	48.00
			MICHAEL GLEASON	50.00
		NATIONAL TELESYSTEMS, INC.	RE-ROUTE PHONE LINES UP FR	264.00
		DROP SHOT PEST CONTROL	CITY HALL PEST CONTROL	55.00
		CIGNA HEATHCARE	CIGNA HEATHCARE 2021-09	2,018.60
		**PAYROLL EXPENSES	9/01/2021 - 9/30/2021	14,247.56
			TOTAL:	35,994.91
POLICE DEPARTMENT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	3,168.67
			TMRS RETIREMENT	3,205.89
			TMRS RETIREMENT	3,160.48
			TMRS RETIREMENT	3,226.21
		U. S. TREASURY	FICA WITHHOLDING	1,845.09
			FICA WITHHOLDING	1,785.96
			MEDICARE WITHHOLDING	431.53
			MEDICARE WITHHOLDING	417.69
		TARRANT COUNTY COLLEGE NW CAMPUS	NEW DETECTIVE SCHOOL 09/20	105.00
		GT DISTRIBUTORS, INC	LESS LETHAL PROJECT	5,376.78
			VEST FOR HALSTEAD	881.92
		CENTRAL SQUARE	COMPUTER LICENSE	2,160.00
		ARMSTRONG FORENSIC LABORATORY, INC	DRUG IDENTIFICATION	125.00
			DRUG PURITY	125.00
			DELTA-9 THC CONCENTRATION	110.00
			DELTA-9 THC CONCENTRATION	110.00
		BROADVOICE	PHONE 9/8/21 - 10/7/21	157.48
		FIRST UNUM LIFE INSURANCE CO	2021-09 PREMIUMS	547.81
			UNUM DENTAL/VISION 2021-09	560.64
		LORETTA S. MILLER	CLEANING SERVICES PD 8/24/	150.00
			CLEANING SERIVCE 8/31/21	150.00
			CLEANING SERVICE 9/7/2021	150.00
		XEROX FINANCIAL SERVICES	SEPT 21 XEROX LEASE PAYMEN	99.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		XEROX USAGE	1915 @ $0.006 B/W	11.49
		FTDJ, LLC	RAM UNPGRADE SERVER PD	305.00
			MONTTHLY IT & MICROSOFT	937.00
		PETE'S TIRE SHOP	TIRE FOR COROLLA	110.00
			BRAKES AND TIRE FIX	144.00
			REAR BRAKES AND ROTORS	292.00
		C.S. LEE TIRE & AUTO SERVICE	12 TIRES AND DISPOSAL OF O	1,704.24
		DELL MARKETING, LP	NEW SQUAD UNIT COMPUTER	2,336.06
		VENUS AUTO PARTS LLC	OIL FOR 8746	6.38
			WASHER FLUID 3 @ $3.19/EA	9.57
			GLOBAL ANTIFREEZE COOLANT	10.99
			194 BULBS	2.59
			REAR VIEW ADHESIVE	4.99
			MIRROR BRACKET	5.99
		SYMBOL ARTS	CORPORAL BADGES	240.00
		IMPACT PROMOTIONAL SERVICES	VEST-PEGASUS LG-SHORT	499.99
			BOOTS-SIZE 9.0M	150.00
			UNIFORM SHIRTS W/NAME, BAD	129.24
			3 SHIRTS	183.47
		JOHNSON COUNTY TREASURER	RODRIGUEZ #202101175	50.71
			TURRUBIARTES #202101174	50.71
		VENUS MOBILE 1	2009 FORD CROWN VIC	52.98
			2014 CHEV TAHOE	54.95
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	PD/ WATER 7/5/21-8/5/21	56.08
		WEX BANK	POLICE FUEL	3,891.68
			CARWASHES	66.00
		GEXA ENERGY	OLD PD/50% CH 8/4 - 9/2/21	492.31
			GEXA ICE STORM RECOVERY CH	269.35
		FRONTIER COMMUNICATIONS	PD FAX LINE 9/1/21 - 9/30/	70.28
		DROP SHOT PEST CONTROL	PD PEST CONTROL	55.00
		CIGNA HEATHCARE	CIGNA HEATHCARE 2021-09	11,491.11
		**PAYROLL EXPENSES	9/01/2021 - 9/30/2021	42,025.69
			TOTAL:	93,760.00
CODE ENFORCE/ANIMAL CO	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	181.54
			TMRS RETIREMENT	180.70
			TMRS RETIREMENT	179.25
			TMRS RETIREMENT	180.70
		U. S. TREASURY	FICA WITHHOLDING	104.65
			FICA WITHHOLDING	89.76
			MEDICARE WITHHOLDING	24.47
			MEDICARE WITHHOLDING	20.99
		FIRST UNUM LIFE INSURANCE CO	2021-09 PREMIUMS	32.62
			UNUM DENTAL/VISION 2021-09	45.62
		SPCA OF TEXAS	AUGUST INTAKE	420.00
		BURLESON TRUCKING LLP	HOUSE DEMOL	7,625.00
		WEX BANK	CODE ENFORCEMENT	182.64
		CIGNA HEATHCARE	CIGNA HEATHCARE 2021-09	1,201.55
		**PAYROLL EXPENSES	9/01/2021 - 9/30/2021	2,245.47
			TOTAL:	12,714.96
COURT	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	199.44
			TMRS RETIREMENT	234.54
			TMRS RETIREMENT	197.83
			TMRS RETIREMENT	199.44
		U. S. TREASURY	FICA WITHHOLDING	115.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA WITHHOLDING	115.75
			MEDICARE WITHHOLDING	27.01
			MEDICARE WITHHOLDING	27.07
		BILL J. SCOTT	SEPTEMBER SERVICES	800.00
		BENNETT'S OFFICE SUPPLY	1,000 COUNT	288.36
		RODNEY RAMSEY	AUGUST 2021 SERVICES	300.00
		FIRST UNUM LIFE INSURANCE CO	2021-09 PREMIUMS	38.29
			UNUM DENTAL/VISION 2021-09	55.55
		FTDJ, LLC	MONTTHLY IT & MICROSOFT	937.00
		TYLER TECHNOLOGIES	BRAZOS RAPID EXTENSION MAI	827.28
		CIGNA HEATHCARE	CIGNA HEATHCARE 2021-09	708.91
		**PAYROLL EXPENSES	9/01/2021 - 9/30/2021	2,867.47
			TOTAL:	7,939.44
FIRE DEPARTMENT	GENERAL FUND	GEXA ENERGY	FIRE DEPT 8/4 - 9/2/21	270.07
			GEXA ICE STORM RECOVERY CH	76.82
			TOTAL:	346.89
PUBLIC WORKS	GENERAL FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	741.44
			TMRS RETIREMENT	608.99
			TMRS RETIREMENT	575.88
			TMRS RETIREMENT	601.75
		U. S. TREASURY	FICA WITHHOLDING	336.20
			FICA WITHHOLDING	347.57
			MEDICARE WITHHOLDING	78.62
			MEDICARE WITHHOLDING	81.29
		INTERFACE SECURITY SYSTEMS LLC	PW ALARM 9/14 -10/13/2021	34.99
		FRONTIER ACCESS LLC	PUBLIC WORKS	153.62
			PUBLIC WORKS	153.62
			PUBLIC WORKS	153.62
		CINTAS	WEEKLY SERVICES	18.48
			Weekly services	18.69
			WEEKLY SERVICES	18.69
			WEEKLY SERVICES	18.69
			WEEKLY SERVICES	18.69
		FIRST UNUM LIFE INSURANCE CO	2021-09 PREMIUMS	102.72
			UNUM DENTAL/VISION 2021-09	127.72
		TEXAS MATERIALS GROUP, INC	22.92 tons of cold mix	2,475.36
		LOWES BUSINESS ACCT/SYNCB	BRASS KEYS & 6-PIN BRAS	127.35
			WRENCH/PRISMATIC PANE	35.85
			[S ETJAM CS CJ	21.84
		DOBIE SUPPLY, LLC	30" STOP SIGNS	400.00
			6" STREET SIGNS W NAMES	118.00
			2" GALV PERF POST	2,250.00
			2-1/4' GALV ANCHORS	511.25
		BLADES GROUP, LLC	ROCK ASPHALT	899.00
		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
		THURMAN TRANSPORTATION	ORDER 0061581 16.29 TONS	362.50
			ORDER 0061582 15.75 TONS	362.50
			ORDER 0061583 16.22 TONS	362.50
			ORDER 0061584 16.63 TONS	362.50
		VENUS AUTO PARTS LLC	SHOVEL	10.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PITCH FORK	35.99
			KEYS MADE	49.75
			VALVE	22.99
			COMPRESSION COUPLER	4.79
			GLUE	11.99
			PRIMER	12.99
			CARB CLEANER	5.49
			INSULATION	3.99
			MOBVIL ONE 6 @ $9.99/EA	59.94
			ZIP TIES	7.99
			MORE ZIP TIES	4.29
			VISE GRIPS	19.99
			REBAR CHAIRS	49.99
		WALMART	WIDE CART	22.98
			ST 2.5Q L BOX	2.48
			GATORADE 120 @ $1.63/EA	195.60
			LYSOL,CUTLERY,PLATES,CREAM	100.37
		TRACTOR SUPPLY CO.	TARP, WELDING HELMET, ADAP	302.97
		GUADALAJARA TIRES	MOUNTED/VALVE	20.00
		USA BLUEBOOK	FACEMASK AND HAND SANITIZE	138.10
		COSPER TRACTOR	TIRE	120.75
			BALL BEARINGS	51.00
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	1090 N FM 157 7/5/2021-8/5	30.73
		WEX BANK	PW STREETS FUEL	898.09
		GEXA ENERGY	PW 8/4 - 9/2/21	549.55
			GEXA ICE STORM RECOVERY CH	241.61
		FRONTIER COMMUNICATIONS	PW LANDLINE 9/13 - 10/12/2	97.96
		DROP SHOT PEST CONTROL	PW PEST CONTROL	65.00
		COLORADO RIVER COMPONENTS	20 PCS #4 1/2" CUT IN HALF	236.70
		CIGNA HEATHCARE	CIGNA HEATHCARE 2021-09	2,400.54
		**PAYROLL EXPENSES	9/01/2021 - 9/30/2021	8,381.71
			TOTAL:	29,587.09
NON-DEPARTMENTAL	CPF-2020 BOND PROC	BIRKHOFF,HENDRICKS & CARTER, LLP	RAILROAD PERMITTING COSTS	1,095.95
			TOTAL:	1,095.95
NON-DEPARTMENTAL	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	87.49
			TMRS RETIREMENT	87.67
			TMRS RETIREMENT	86.91
			TMRS RETIREMENT	87.56
		U. S. TREASURY	FEDERAL WITHHOLDING	68.77
			FEDERAL WITHHOLDING	78.32
			FICA WITHHOLDING	76.98
			FICA WITHHOLDING	77.55
			MEDICARE WITHHOLDING	18.01
			MEDICARE WITHHOLDING	18.14
			TOTAL:	687.40
SPECIAL REV DEPT/VCSDC	VENUS COMM DEVELOP	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	132.73
			TMRS RETIREMENT	133.01
			TMRS RETIREMENT	131.86
			TMRS RETIREMENT	132.84
		U. S. TREASURY	FICA WITHHOLDING	76.98
			FICA WITHHOLDING	77.55
			MEDICARE WITHHOLDING	18.01
			MEDICARE WITHHOLDING	18.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FRONTIER ACCESS LLC	CIVIC CENTER	91.65
			CIVIC CENTER	91.65
			CIVIC CENTER	91.65
		CINTAS	WEEKLY SERVICES	4.15
			Weekly services	4.20
			WEEKLY SERVICES	4.20
			WEEKLY SERVICES	4.20
			WEEKLY SERVICES	4.20
		FIRST UNUM LIFE INSURANCE CO	2021-09 PREMIUMS	24.93
			UNUM DENTAL/VISION 2021-09	30.72
		PATILLO, BROWN & HILL, LLP		1,000.00
		AKINS ENVIRONMENTAL CLEANING	8/21/21 LOBBY ONLY	75.00
			8/9/21 MEETING ROOM	15.00
			8/9/21 ENTIRE BLDG & KITCH	125.00
			8/7/21 ENITER BLDG	175.00
			7/31/21 LOBBY ONLY	75.00
			8/26/21 ENTIRE BLDG & KITC	125.00
			8/28/21 ENTIRE BLDG	175.00
		VENUS AUTO PARTS LLC	HOSE HANGER	5.99
			HOSE NOZZLE	9.99
			HOSE NOZZLE	13.99
		MOUNTAIN PEAK SPECIAL UTILITY DISTRICT	502 E HWY 67 7/5/21 -8/5/2	54.23
			CR 213 IRRIGATION 7/5/21 -	40.73
		WEX BANK	TYPE B FUEL	232.88
		GEXA ENERGY	PARKS/CIVIC CENTER 8/4-9/2	657.23
			GEXA ICE STORM RECOVERY CH	380.29
		DROP SHOT PEST CONTROL	CIVIC CENTER PEST CONTROL	65.00
		CIGNA HEATHCARE	CIGNA HEATHCARE 2021-09	708.91
		**PAYROLL EXPENSES	9/01/2021 - 9/30/2021	1,970.96
			TOTAL:	6,977.87
ADMINISTRATION	BLUE STEM PID	P3WORKS LLC	PID ADMINISTRATOR	4,731.20
			BLUESTEM PID ADMINISTATOR	1,780.70
			TOTAL:	6,511.90
NON-DEPARTMENTAL	BRAHMAN RANCH PID	JACOB MARTIN, LLC	RCL SPENT REVENUE	5,431.25
			RCL SPENT REVENUE	5,431.25-
			RECLASS SPENT REVENUE	1,757.25
			RECLASS SPENT REVENUE	1,757.25-
		PAPE-DAWSON CONSULTING ENGINEERS INC	DEFERRED REVENUE - PSA	181.25
			DEVELOPER CONTRIBUTIONS	181.25-
		P3WORKS LLC	PID ADMINISTRATOR	484.35
			PID ADMINISTRATOR	484.35-
			RECLASS SPENT PSA DEPOSIT	309.10
			RECLASS SPENT PSA DEPOSIT	309.10-
		BIRKHOFF,HENDRICKS & CARTER, LLP	RECLASS SPENT REVENUE	111.42
			RECLASS SPENT REVENUE	111.42-
			TOTAL:	0.00
NON-DEPARTMENTAL	BRAHMAN RANCH PID	JACOB MARTIN, LLC	DEVELOPMENT MEETINGS	5,431.25
			SURVEYING	1,757.25
		PAPE-DAWSON CONSULTING ENGINEERS INC	BRAHMAN RANCH 1	181.25
		P3WORKS LLC	PID ADMINISTRATOR	484.35
			BRAHMAN I PID ADMINISTRATO	309.10
		BIRKHOFF,HENDRICKS & CARTER, LLP	BRAHMAN RANCH I	111.42
			TOTAL:	8,274.62

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	PATRIOT ESTATES (L	P3WORKS LLC		PID ADMINISTRATOR	795.95
				PID ADMINISTRATOR	795.95-
				RECLASS SPENT PSA DEPOSIT	1,150.70
				RECLASS SPENT PSA DEPOSIT	1,150.70-
				TOTAL:	0.00
NON-DEPARTMENTAL	PATRIOT ESTATES (L	P3WORKS LLC		PID ADMINISTRATOR	795.95
				PATRIOT ESTATES PID ADMIN	1,150.70
				TOTAL:	1,946.65
NON-DEPARTMENTAL	JMJ DEVELOPMENTS	P3WORKS LLC		RECLASS SPENT PSA DEPOSIT	1,211.60
				RECLASS SPENT PSA DEPOSIT	1,211.60-
				RECLASS SPENT PSA DEPOSIT	3,661.45
				RECLASS SPENT PSA DEPOSIT	3,661.45-
		BIRKHOFF,HENDRICKS & CARTER, LLP		PATRIOT ESTATES PHASE 9	393.00
				PATRIOT ESTATES PHASE 9	393.00-
				RECLASS SPENT REVENUE	5,457.67
				RECLASS SPENT REVENUE	5,457.67-
				TOTAL:	0.00
NORTHSTAR DEVELOPMENT	JMJ DEVELOPMENTS	P3WORKS LLC		JMJ DEVELOPMENT NORTHSTAR	1,211.60
				JMJ DEVELOPMENT NORTHSTAR	3,661.45
		BIRKHOFF,HENDRICKS & CARTER, LLP		NORTHSTAR PHASE 2 & 3	393.00
				JMJ PID FEASIBILITY	5,457.67
				TOTAL:	10,723.72
NON-DEPARTMENTAL	BRAHMAN RANCH II P	P3WORKS LLC		PID ADMINISTRATOR	160.90
				PID ADMINISTRATOR	160.90-
				RECLASS SPENT PSA DEPOSIT	135.30
				RECLASS SPENT PSA DEPOSIT	135.30-
				TOTAL:	0.00
NON-DEPARTMENTAL	BRAHMAN RANCH II P	P3WORKS LLC		PID ADMINISTRATOR	160.90
				BRAHMNA II PID ADMINISTRAT	135.30
				TOTAL:	296.20
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM		TMRS RETIREMENT	917.85
				TMRS RETIREMENT	891.08
				TMRS RETIREMENT	910.14
				TMRS RETIREMENT	867.26
		U. S. TREASURY		FEDERAL WITHHOLDING	739.84
				FEDERAL WITHHOLDING	665.25
				FICA WITHHOLDING	806.13
				FICA WITHHOLDING	719.06
				MEDICARE WITHHOLDING	188.55
				MEDICARE WITHHOLDING	168.17
		CHILD SUPPORT DISTRIBUTION FUND		CASE ID 0014129442	436.46
				CASE ID 0014129442	436.46
		MISC VENDOR	SYKES, JUANITA	01-0490-03	16.32
			LINDSEY, CARLIE	01-0620-04	86.24
			MILLER, GREG	01-0651-04	65.89
			LANE, LINDA & WILLIE	01-1540-08	71.29
			MEYER, NANCY	01-4335-01	18.24
			ERICKSON FAMILY DENT	01-0825-02	162.36
			VPI	01-1500-03	47.23
			JONATHAN MARK HOMES	01-5210-00	26.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FIRST UNUM LIFE INSURANCE CO	UNUM DENTAL/VISION 2021-09	55.86
			UNUM VOL LIFE 2021-09	146.82
		STATE COMPTROLLER	TOTAL SALES TAX COLLECTED	2,806.33
			SALES TAX PAID ON PURCHASE	8.75-
			TIMELY PAYMENT DISCOUNT	13.99-
		CIGNA HEATHCARE	CIGNA HEATHCARE 2021-09	1,521.33
			TOTAL:	12,748.39
NON-DEPARTMENTAL	WATER & SEWER FUND	TEXAS MUNICIPAL RETIREMENT SYSTEM	TMRS RETIREMENT	1,392.51
			TMRS RETIREMENT	1,351.88
			TMRS RETIREMENT	1,380.80
			TMRS RETIREMENT	1,315.76
		U. S. TREASURY	FICA WITHHOLDING	806.11
			FICA WITHHOLDING	719.05
			MEDICARE WITHHOLDING	188.53
			MEDICARE WITHHOLDING	168.15
		ATMOS ENERGY CORP.	301 S MAIN 8/3/21 - 9/1/21	57.46
		CITY OF MIDLOTHIAN	10,988,200 GALLONS	57,697.20
		FRONTIER ACCESS LLC	RESIDENTIAL	21,493.58
			COMMERICAL	20,525.17
			RESIDENTIAL	21,080.86
			COMMERCIAL	19,216.22
			RESIDENTIAL	22,215.84
			COMMERICAL	19,767.51
		CINTAS	WEEKLY SERVICES	21.10
			Weekly services	21.27
			WEEKLY SERVICES	21.27
			WEEKLY SERVICES	21.27
			WEEKLY SERVICES	21.27
		HILLTOP SECURITIES INC.	GO BONDS REPORTING	1,500.00
			TRA ANNUAL DISCLOSURES	3,500.00
		UNITED COOPERATIVE	FM157 WW TREAT 8/15 -9/15	183.06
			CR 213 8/15 - 9/15	25.00
			PLAINVIEW ACRES 8/15 - 9/1	25.00
			CR214/TS2/3PH/C11 8/15 -9/	389.59
			LIFTSTATION 8/15 - 9/15	25.00
			CR214 LIFTSTATION 8/15 - 9	631.94
			CR214/TS2/3PH/C11 LT 8/15-	16.66
		FIRST UNUM LIFE INSURANCE CO	2021-09 PREMIUMS	250.27
			UNUM DENTAL/VISION 2021-09	232.51
		ABILENE PLUMBING SUPPLY CO., INC	1 CASE X-LARGE	276.00
			CONCRETE, COUPLING, CHLORI	1,080.53
			RESTRAINTS, MJ LONG JOINT	1,699.85
			MARKING FLAGS	420.00
		FTDJ, LLC	MONTTHLY IT & MICROSOFT	937.00
			SQL SERVER	1,131.99
		PATILLO, BROWN & HILL, LLP	FY19/20 FINAL BILL	5,450.00
		DATAPROSE, LLC	JULY 21 WATERBILLS/LATE NO	135.19
			POSTAGE	233.07
			SEARCH/VIEWBILL MAINT	125.00
			AUG 21 WATERBILLS/LATE NOT	212.39
			POSTAGE	245.39
		LOWES BUSINESS ACCT/SYNCB	WRENCH/PRISMATIC PANE	35.84
		KIMARK SYSTEMS, INC	LIFT STATION REPAIRS	1,403.74
		DELL MARKETING, LP	COMPUTER FOR ADMIN ASST	1,642.77
		VENUS AUTO PARTS LLC	3/8 ADAPTER	3.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SAE30 PROLINE 4 @ $4.99 EA	19.96
			2 ROLLS GORILLA TAPE	19.98
			OIL, ANTIFREEZE, TRAILER P	54.92
			rubber plugs	4.99
			DEF FLUID 2 @ $19.99/EA	39.98
			TIRE SLIM	34.99
			FIX A FLAT	9.99
		WALMART	GATORADE 120 @ $1.63/EA	195.60
		TRACTOR SUPPLY CO.	CORONA LIMB CUTTERS	34.99
		HOLT CAT RENTAL	ELEMENT AS	94.22
		TEXAS MUNICIPAL EQUIPMENT	Hose swivel	22.33
		PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	63.85
		USA BLUEBOOK	GREASE	30.64
			50FT WIRE FLOATSWITCH	553.60
			FACEMASK AND HAND SANITIZE	138.10
			AMMONIA AND HACH DPD	141.97
		VENUS MOBILE 1	2015 CHEVY RADIATOR REPAIR	725.97
		WEX BANK	PW WATER/SEWER FUEL	898.09
		GEXA ENERGY	ELECTRICITY USAGE 8/4 -9/2	1,463.44
			GEXA ICE STORM RECOVERY CH	392.53
		BIRKHOFF,HENDRICKS & CARTER, LLP	TRA REGIONAL SEWER	111.42
			SWEENEY TRACT W/S STUDY	222.83
			SWEENEY TRACT W/S STUDY	1,014.20
		CIGNA HEATHCARE	CIGNA HEATHCARE 2021-09	5,243.12
		**PAYROLL EXPENSES	9/01/2021 - 9/30/2021	18,505.64
			TOTAL:	241,331.24
NON-DEPARTMENTAL	W/S CPF - 2018 CO	JACOB MARTIN, LLC	SCADA DESIGN	3,771.50
		MOLAS SCHECHTER & ASSOCIATES, LLC	LAND APPRAISAL	4,500.00
		MIDLOTHIAN MIRROR	CONSTRUCTION BID - NOTICE	312.00
			CONSTRUCTION BID - NOTICE	312.00
			CONSTRUCTION BID #1	245.44
			CONSTRUCTION BID #2	245.44
		BIRKHOFF,HENDRICKS & CARTER, LLP	CONSTRUCTION BIDDING	1,722.68
			ENGINEERING	4,413.30
			PRELIMINARY DESIGN	3,846.60
			DESIGN ENGINEERING	17,081.00
			CONSTRUCTION BIDDING	1,588.00
			DESIGN & EASEMENT ACQ	159.58
			TOTAL:	38,197.54
NON-DEPARTMENTAL	GF CPF - 2018 CO B	JACOB MARTIN, LLC	DESIGN ENGINEERING	1,535.32
			LEGAL SURVEYING	1,042.50
		JORDAN KUHN	CHANGE ORDER	2,530.00
			PAY RETAINAGE	5,988.26
			JORDAN KUHN	53,894.36
			TOTAL:	64,990.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT

========== FUND TOTALS ==========		
10	GENERAL FUND	296,086.98
11	CPF-2020 BOND PROCEEDS	1,095.95
30	VENUS COMM DEVELOP	7,665.27
55	BLUE STEM PID	6,511.90
56	BRAHMAN RANCH PID	8,274.62
57	PATRIOT ESTATES (LGI) PID	1,946.65
58	JMJ DEVELOPMENTS	10,723.72
59	BRAHMAN RANCH II PID	296.20
60	WATER & SEWER FUND	254,079.63
64	W/S CPF - 2018 CO BONDS	38,197.54
70	GF CPF - 2018 CO BONDS	64,990.44
	GRAND TOTAL:	689,868.90

TOTAL PAGES: 12

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: 9/01/2021 THRU 9/30/2021

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: NET
CHECK DATE: 9/01/2021 THRU 9/30/2021

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

Crime Stats

	Sep-21	% + or -	08-2021	07-2021	3 MONTH AVERAGE
CAD EVENTS	1467	-27.4%	2021	1795	1761
REPORTS TAKEN	41	41.4%	29	31	34
ARRESTS	16	45.5%	11	10	12
ACCIDENTS WORKED	15	87.5%	8	10	11
TRAFFIC ASSIGNMENTS	36	-60.0%	90	30	52
TRAFFIC STOPS	185	-40.5%	311	256	251
CITATIONS ISSUED	60	-48.3%	116	95	90

Significant Police Responses

Date	Call Type	Status	Notes
09/05/2021	Assault BI Family Member	Arrest	Case referred to Johnson County
09/06/2021	DWI / W/ Child	Arrest	Case filed with Ellis County DA
09/08/2021	Warrant Arrest	Arrest	Booked into Johnson County
09/12/2021	Poss CS /UCW	Arrest	Case filed with DAs Office
09/12/2021	DWI/UCW	Arrest	Case filed with CAs Office
09/13/2021	Poss CS /UCW	Arrest	Case filed with DAs Office
09/16/2021	Emergency Detention	Detained	Transported to hospital
09/22/2021	Assault Family Impede breath	Arrest	Case filed with DAs Office

Work Completed

- Mow and weed-eat city facilities and Right of Ways
- Completed inspection for Patriot Estates Ph. 7a for warranty issues
- Street sign repair and replacement
- Completed Lead and Copper Sampling
- Sidewalk repairs in Patriot Estates
- Research and Prep work for road repair
- 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
  - Pumps installed on August 30th and September 8th.
  - Contractor to replace components inside lift station this week to complete project.
- FM 157 Water Line Improvements
  - Construction started on September 1, 2021
  - Road closure expected next week for CR 109
    - City website posts for closure
  - Approximately 800’ of pipe installed
- Venus Parkway
  - Birkhoff, Hendricks and Carter has completed survey of railroad.
  - Specs for construction substantially complete minus RR Crossing. Will be sending to TXDOT and BNSF for approval

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
  - Switch happened in our system on Oct. 2
- City Hall Septic Issues
  - Quotes received for installation
  - TexTech Environmental was apparent low bidder. Working with them for scheduling.

Public Works – Projects

- Fueling Station at PW Shop
  - Tank installation tentatively scheduled for 2nd week of October
  - Fuel management software ordered as well, will be installed a couple days after tanks
  - Will be looking at bulk delivery companies in the coming weeks
- 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

City Administrator's Report
October 2021

ADMINISTRATION

- Policies to review and update:
  - Special Events Policy – needs some updates including clarification of some undefined wording
  - Employee Handbook – reviewing for necessary updates
  - Master Fee Schedule – updated 9/27/2021
- Human Resources Activities
  - Create/Update job descriptions – Fire Chief, Human Resources Generalist, Municipal Court / Customer Service Clerk, Public Works Supervisor, Public Works Administrative Assistant, Economic Development Director, and Utility Billing Clerk
  - Posted seven (7) job vacancies and actively reviewing resumes and applications
  - Reviewing Employee handbook for needed revisions.
- City Hall Renovation Updates
  - Human Resources office renovation scheduled. $3,575
  - Public Works received three bids to replace the septic tanks at City Hall. Lowest bid just under $8,000. Work to begin soon.
- Fire Station Renovation – Four bids received. Chief given approval to move forward with lowest bid.
- Old police building – Collecting estimates to renovate.

PLANNING & ZONING

- Meet weekly with City Team and P3 Works, LLC to discuss ongoing development agreements
  - JMJ developments
  - Brahman Ranch developments
  - Buffalo Hills
  - Bloomfield developments
  - Patriot Estates Phase 8 and 9
  - Heritage Hills Phase 2
  - LGI developments (Stallion Ranch)

- Our new Chief Building Official is Michael Gleason. He has moved here from Hutto, TX. Mr. Gleason's first day was September 27th. The plan is for Mr. Gleason to conduct all future plan

reviews as well as all new project inspections. Any existing project will finish out with inspections by Bureau Veritas.

- ❖ Interviewed for Planner position – sent conditional job offer to applicant.
- ❖ City Comprehensive Plan is ongoing.

CITY WIDE EVENTS

- ❖ Trunk or Treat – Scheduled for October 31st – 6:00 – 9:00 PM on the Square
- ❖ Thanksgiving Dinner Giveaway – November 21st – 2:00 – 4:00 PM @ the Civic Center
- ❖ Christmas in the Park – December 11th – time to be determined
    - o Theme – Whoville Christmas



PROCLAMATION
Purple Heart City

Whereas, The City of Venus, Texas and our community have a great admiration and the utmost gratitude for all the men and women who have, and are, selflessly serving their country and this community in the Armed Forces; and

Whereas, Veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and,

Whereas, the contributions and sacrifices of the men and women who served the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

Whereas, many men and women in uniform have given their lives while serving in the Armed Forces; and,

Whereas, Citizens of our country have received the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential services; and,

Whereas, The City of Venus seeks to remember and recognize veterans who are recipients of the Purple Heart Medal; and

Whereas, I proclaim the City of Venus, Texas to be a Purple Heart City, honoring the service and sacrifices of our Nation's men and women in uniform, wounded or killed by the enemy while serving to protect our freedoms.

THEREFORE, BE IT ORDAINED BY THE CITY OF VENUS, TEXAS as follows:

Now, therefore, be in resolved on the 12th day of October 2021, I, James L. Burgess, Mayor of the City of Venus supports the City of Venus becoming a **Purple Heart City** in recognition of our communities Purple Heart Medal recipients.

_____

James L. Burgess, Mayor

Case Report – Zoning Text Change-Minimum House Size
Planning and Zoning Commission – September 23, 2021
City Council - October 12, 2021

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Zoning text amendment to change the minimum house size to 1,400 SF

Applicant: City of Venus (Mayor)

Analysis: The Mayor has requested that the minimum house size be increased to 1,400 square feet in the R-1 Single Family Residential District, R-2 Two-Family Residential District and MH-1 (MHS) Manufactured Home Subdivision zoning districts. A comparison of the current and proposed house sizes is:

Zoning District	Current Minimum	Proposed Minimum
R-1 Single Family District	1,250 SF	1,400 SF
R-2 Two Family District	1.250 SF	1,400 SF
MH-1 (MHS) Manufactured Home Subdivision District	1,250 SF	1,400 SF

The proposed change would not affect any existing homes but would affect any existing single-family lots and all future single-family lots. The proposed change also does not affect houses in the R-1S Single Family Small Lot District.

The effect of the proposed change would be to increase the price of a single-family house by as much as $22,500 (from $187,500 to $210,000), assuming an average of $150/square foot. Staff is not aware of any health or safety improvements that would be gained from requiring a larger house. In fact, some cities are doing away with minimum house sizes to avoid discrimination suits based on income.

Staff Recommendation:

Staff has no recommendation on the proposed zoning text amendment.

Planning and Zoning Commission Recommendation:

After holding a public hearing on September 23rd, the Planning and Zoning Commission unanimously recommends that the City Council adopt the proposed change to the Zoning Ordinance.

Sample Motion: I move to approve/deny the Ordinance amending the text of the Zoning Ordinance to revise the minimum house size to fourteen hundred square feet (1,400 SF).

Case Report – Revised Planned Development Site Plan-Patriot Villas
Planning and Zoning Commission – September 23, 2021
City Council - October 12, 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.

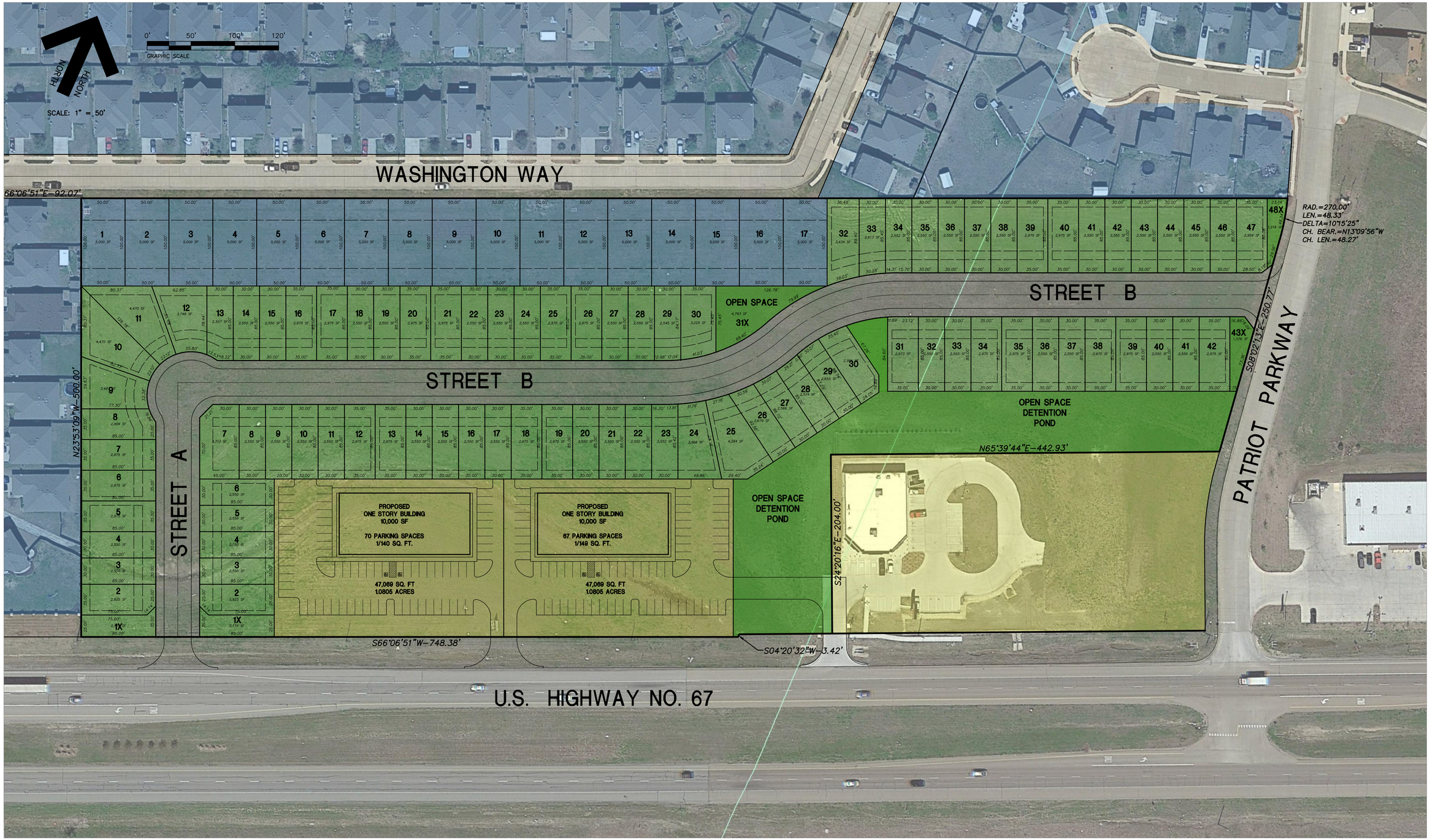
Staff Recommendation:

Staff recommends that the P&Z open the public hearing but continue this case and leave the public hearing open until October 28th.

Planning and Zoning Commission Recommendation:

After opening the public hearing, the Planning and Zoning Commission recommend that this item be continued until their October 28th meeting. This would put the item on the November 8th City Council meeting for consideration.

Sample Motion: I move to continue this case until the November 8th City Council meeting.



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

PETITION REQUESTING ANNEXATION BY AREA LANDOWNER(S)

TO THE MAYOR OF THE GOVERNING BODY OF VENUS, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your honorable Body to extend the present city limits so as to include as part of the City of Venus, Texas, the following described territory, to wit:

We certify that the above described tract of land is contiguous and adjacent to the City of Venus, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Jack Shaw, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of September 2021.

ANGELA J. MCCORVEY
My Notary ID # 10357678
Expires November 13, 2023

_____
Notary Public in and for
Dallas County, Texas.

VIGELA L MCCORVEY
My Notary ID # 10357076
Expires November 13, 2023

EXHIBIT A

Legal Description

BEING *a 73.5240 acre tract of land situated in the William Hill Survey, Abstract Number 379 Johnson County, Texas and being all that certain called 75.19 acre tract of land, Tract II described in Warranty Deed from Billy G. Shaw, et ux, to Seven S Ranch, INC and recorded in Volume 3444, Page 97 of the Deed Records of Johnson County, Texas;*

BEGINNING *at a point for corner in the called center of County Road 109 (60 foot Right-of-Way) and being in the Northeast line of said William Hill Survey, same being the Southeast line of the Radford Berry Survey, Abstract Number 26 and being at the North corner of said 75.19 acre tract of land, same being the East corner of that certain called 101.33 acre tract of land described in Deed to Jeff D. McGregor and Dow Anna McGregor and recorded in Volume 2178, Page 935 of said Deed Records and being in the Southeast line of County Road 109 (60 foot Right-of-Way);*

THENCE *South 31°13'36" East with the Northeast line of said 75.19 acre tract, same being the Southwest line of said 101.33 acre tract at a distance of 30.00 feet passing an Axle found for reference and continuing a total distance of distance of 2,504.49 feet to a 1/2" iron rod found for corner at the East corner of said 75.19 acre tract same being the North corner of that certain called 23.29 acre tract of land to Hau Ngo and Long T. Nguyen and recorded in Instrument Number 2015-13044 of said Deed Records and being in the Southwest line of said 101.33 acre tract;*

THENCE *South 59°20'46" West with the Southeast line of said 75.19 acre tract, same being the Northwest line of said 23.29 acre tract a distance of 1,145.65 feet to a 5/8" iron rod found for corner at the South corner of said 75.19 acre tract same being the East corner of that certain called 38.080 acre tract of land described in Deed to Lam Nguyen and recorded in Instrument Number 2012-9914 of said Deed Record;*

THENCE *North 30°36'44" West with the Southwest line of said 75.19 acre tract, same being the Northeast line of said 38.080 a distance of 1,372.90 feet to a point for corner at an inside ell corner in the Southwest line of said 75.19 acre tract same being the North corner of said 38.080 acre tract;*

THENCE *South 59°21'14" West with the Northwest line of said 38.080 acre tract a distance of 331.02 feet to a 1/2" iron rod found for corner at an outside ell corner in the Southwest line of said 75.19 acre tract same being the East corner of that certain called 25.00 acre tract of land described in Deed to MJKA Corporation, INC and recorded in Instrument Number 2016-24977 of said Deed Records;*

THENCE *North 30°25'53" East with the Southwest line of said 75.19 acre tract, same being the Northeast line of said 25.00 acre tract at a distance of 1,094.11 feet to a 1/2" iron rod found for reference in the Southeast line of said County Road and continuing a total distance of 1,124.11 feet to a point for corner at the West corner of said 75.19 acre tract same being the North corner of said 25.00 acre tract and being in the above mentioned County Road 109;*

THENCE *North 59° 03'23" East with the Northwest line of said 75.19 acre tract, and with said County Road 109 a distance of 1,446.70 feet back to POINT OF BEGINNING and CONTAINING 73.5240 acres of land of which 0.9963 acres lie within said County Road 109 leaving a net of 3,159,705 square feet or 72.5277 acres of land, or less.*

EXHIBIT B

SURVEY PLAT

SFM157 Venus, Texas

Radford Berry Survey
Abstract No. 26

William Hill Survey
Abstract No. 379

called 140.1694 acres
Fulson Venus 140, LP
Vol. 4079, Pg. 329
D.R.J.C.T.

called 101.33 acres
First Tract
Jeff D. McGregor and
Dow Anna McGregor
Vol. 2178, Pg. 935
D.R.J.C.T.

called 17.35 acres
Rabwa Investment LLC
Inst. No. 2016-20829
D.R.J.C.T.

called 75.19 acres
Tract II
Seven S Ranch, INC
Vol. 3444, Pg. 97
D.R.J.C.T.

called 23.29 acres
Hau Ngo and Long T. Nguyen
Inst. No. 2015-13044
D.R.J.C.T.

called 38.080 acres
Lam Nguyen
Inst. No. 2012-9914
D.R.J.C.T.

called 25.00 acres
MJKA Corporation INC.
Inst. No. 2016-24977
D.R.J.C.T.

P.O.B.

Ellis County
Johnson County

S 31°13'36" E
364.27'
2474.49'
2504.49'

1/2" IRF (CM)
Axle. Found (CM)
5/8" IRF (CM)

30.00'
7.77'
19.57'
30.17'
48.2'

0.9963 Acres in
County Road 109

73.5240 Gross Acres
- 0.9963 Acres in R.O.W.
72.5277 Net Acres
3,159,306 Net Sq. Feet

100' Utility Easement
Texas Power & Light Co.
Vol. 260, Pg. 545
Vol. 891, Pg. 360
D.R.J.C.T.

transmission tower

approx. location of branch

pond

1145.65'
S 59°20'46" W

N 30°36'44" W
1372.90'

331.02'
S 59°21'14" W

1094.11'
1124.11'
N 30°25'53" W
364.27'

1446.70'
1446.70'
(60' R.O.W.)
N 59°03'23" E
N 59°03'23" E

centerline

COUNTY ROAD 109

Harley Meadows Circle

Lot 1
Lot 19
Lot 18
Meadow Ridge Addition III
Vol. 11, Pg. 129
P.R.J.C.T.
Lot 17
Meadow Ridge Addition II, Ph. II
Vol. 9, Pg. 339
P.R.J.C.T.
Lot 24
Wheat Valley Boulevard
Lot 9
Lot 8
Lot 7

10' Per. Pole



VICINITY MAP

Legal Description

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STATE OF TEXAS
REGISTERED
J. SCOTT COLE
5411
PROFESSIONAL
LAND SURVEYOR

By: _____ Date: 5/10/2021

I, J. Scott Cole, Registered Professional Land Surveyor No, 5411, do hereby certify that this plat is the result of a survey made by me or under my direction on the ground of the property shown hereon, the lines and dimensions of said property being as indicated by this plat. The size, location and types of buildings and improvements are as shown, set back from the property lines the distances indicated. Evaluation of Restrictions and Easements of record which may affect this property, if any, has been limited to those provided from Schedule B of the title commitment. Visible and Apparent Easements, if any, are as shown.
Bearing Source; All bearings are based on Texas State Plane Coordinate System, North Central Zone.

ITEMS CORRESPONDING TO:
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
FILE NO. 2194878ETX
EFFECTIVE: April 28, 2021
ISSUED: May 3, 2021
SCHEDULE B

b. A utility easement granted to Texas Power & Light Company as set forth in instrument recorded in Volume 260, Page 545, of the Deed Records, Johnson County, Texas, DOES AFFECT AS SHOWN

c. A utility easement granted to Texas Power & Light Company as set forth in instrument recorded in Volume 418, Page 359, of the Deed Records, Johnson County, Texas, TOO VAGUE , DOES AFFECT

d. A gas line easement granted as set forth in instrument recorded in Volume 543, Page 611, of the Deed Records, Johnson County, Texas, DOES NOT AFFECT

e. A utility easement granted to Texas Power & Light Company as set forth in instrument recorded in Volume 891, Page 360, of the Deed Records, Johnson County, Texas, DOES AFFECT AS SHOWN

f. A utility easement granted to Johnson County Electric Cooperative Association as set forth in instrument recorded in Volume 1930, Page 1, of the Official Public Records, Johnson County, Texas, DOES NOT AFFECT

g. A utility easement granted to Johnson County Electric Cooperative Association as set forth in instrument recorded in Volume 1930, Page 5, of the Official Public Records, Johnson County, Texas. DOES NOT AFFECT

LEGEND OF SYMBOLS & ABBREVIATIONS

CIRS	Capped Iron Rod Set	Electric Meter	
Water Meter		Electric Control Box	
Fire Hydrant		Property Line	
Oncor Underground Elec.		Adjoiner Property Line	
Light Pole		Iron Fence	
Power Pole		Wood Fence	
Sanitary Sewer Manhole		Chain Link Fence	
Concrete		Barbed Wire Fence	
Gas Meter		Overhead Powerline	

FLOOD NOTE:

By graphic plotting only, this property is in Zone X of the Flood Insurance Rate Map, Community Panel No. 48251C0250 J J, which bears a Revised date of July 7, 2014 and is not in a Special Flood Hazard Area. As shown on the FEMA website (http://msc.fema.gov) by FIRMette created on May 21, 2021 we have learned this community does currently participate in the program. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

SANDS SURVEYING CORPORATION
2221 Justin Road #119-466
Flower Mound, TX 75028
PH: (214) 919-7883
Texas Firm Registration No. 10014600
www.ssctx.net

JOB # 211918 SCALE 1100 DRAWN BY AB CHECKED BY SC

EXHIBIT B

CITY OF VENUS
SERVICE PLAN
For
73.524 acres in the William Hill Survey Abstract Number 379
(Commonly Known as Stallion Ranch)
Voluntary Annexation by Petition

Section 1 – Annexation Area

The annexation area is a 73.524-acre tract of land in the William Hill Survey Abstract Number 379 in Johnson County, generally located south of County Road 109 and east of 7th Street (South State Highway 157, designated as Johnson County Parcel ID No. 126.0379.00250.

Section 2 – Summary

This service plan has been prepared by Venus City staff in accordance with Texas Local Government Code Sections 43.056 and 43.065. The City will provide the following services to the property annexed with two and one-half years, unless certain services cannot be reasonably provided within that time and the City proposes a schedule to provide services within four and one half years.

On September 20, 2021, Jack Shaw representing LGI Homes – Texas, LLC filed a voluntary petition for the property to be annexed by the City of Venus and to receive available city services. A Pre-Annexation Development Agreement was approved by the City Council on September 20, 2021. Upon annexation of the Property, the City intends to provide the following city services as described herein.

Section 3 – Services Provided

1. Police protection

    a. *Existing Services:* Currently, the area is under the jurisdiction of the Johnson County Sheriff's Office.

    b. *Services to be Provided*: Upon annexation, the City of Venus Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. Fire and Emergency Medical Services

    a. *Existing Services:* The Venus Volunteer Fire Department, an independent agency not under the direction or control of the City, currently provides fire

protection and emergency medical services to the property. Beyond first response, American Medical Response (AMR), also an independent agency not under the direction of control of the City, provides ambulance transport services to the property under contract with Johnson County.

b. *Services to be Provided*: The Venus Volunteer Fire Department and American Medical Response will continue to provide fire suppression and emergency medical services to the property for the foreseeable future.

3. Buliding Permits, Inspection and Code Enforcement

   a. *Existing Services:* Existing building permits and limited inspection are provided by Johnson County.

   b. *Services to be Provided:* The City of Venus Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction, remodeling, and enforcing all other applicable codes which regulate building construction within the City of Venus.

4. Planning And Zoning

   a. *Existing Services*: The City of Venus currently regulates subdivision and platting within its extraterritorial jurisdiction.

   b. *Services to be Provided:* The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Venus Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Venus Subdivision Ordinance. These services can be provided within the department's current budget.

5. Street Maintenance

   a. *Existing Services:* None

   b. *Services to be Provided:* Maintenance any new developer-constructed street facilities will be provided by the City upon acceptance of their construction and expiration of their maintenance bond period. This service can be provided within the current budget appropriation.

6. Storm Water Management

    a. *Existing Services:* None

    b. *Services to be Provided:* The City will maintain any developer-constructed drainage facilities upon acceptance of their construction and expiration of their maintenance bond period. This service can be provided within the current budget appropriation.

7. Water Service

    a. *Existing Services: The* Mountain Peak Special Utility District holds the Certificate of Convenience and Necessity (CCN) for the property, but currently provides no service to the property.

    b. *Services to be Provided*: Upon release of the property from the Mountain Peak SUD CCN, the City will provide water service to the property. Upon acceptance of any developer-constructed water lines and appurtenances, and expiration of the maintenance bond period, the City will maintain the water lines within the property.

8. Sanitary Sewer Service

    a. *Existing Services:* None

    b. *Services to be Provided: Upon acceptance of any developer-constructed sanitary sewer facilities, and expiration of the maintenance bond period, the City will maintain the sanitary sewer lines within the property.*

9. Solid Waste Services

    a. *Existing Services:* None

    b. *Services to be Provided:* Solid Waste Collection will be provided by the City's third-party waste collection service on a fee basis. The City will notify the City's current provider to expand the service area upon City Council approval of the annexation.

10. Animal Control

    a. *Existing Service*: None

    b. *Services to be Provided*: The Venus Police Department will provide animal control services upon the effective date of the annexation. Animal control services include response to and investigation of reported animal

bites, response to reports of at-large animals and response to and investigation of animal cruelty and neglect reports.

11. Parks and Recreation Services

    a. *Existing Services*: The City is not aware of any public parks or recreation facilities associated with the property.

    b. *Services to be Provided*: The Developer is prosing to construct at least two public park areas on the property which will be owned and maintained by the Property's Homeowner's Association (HOA).

12. Miscellaneous City Services

    a. *Existing Services:* The City is not aware of any publicly-owned facilities, buildings or services associated with the Property.

    b. *Services to be Provided:* All other applicable municipal services will be provided to the area in accordance with the City of Venus's established policies governing extension of municipal services to newly annexed areas.

Section 4 – Level of Service

It is the intent of the City of Venus to provide the level of service required by State law. The City Council finds and determines that the services, infrastructure, and infrastructure maintenance proposed by this Service Plan meet or exceed the current level of service provided to the Property and are comparable to that provided to other parts of the City.

ORDINANCE NO. 738-2021-10

AN ORDINANCE OF THE CITY OF VENUS, TEXAS AMENDING THE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY CHANGING THE MINIMUM BUILDING SIZE (SQ. FT.) IN THE R-1, R-2 AND MH-1 [S] DISTRICTS USE TABLE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, notices of the proposed zone change were mailed to owners of real property, if any, lying within two hundred (200) feet of the property for which the change is requested; and

WHEREAS, the Planning and Zoning Commission and the City Council published notices of public hearings of the proposed zoning regulation change and conducted such full and fair hearings in compliance with the Zoning Ordinance and State law, at which time parties in interest and citizens were given an opportunity to speak and be heard; and

WHEREAS, the Planning and Zoning Commission provided its report and recommendation to the City Council approving the zoning regulation change to the City's Zoning Ordinance; and

WHEREAS, after due deliberation and consideration of the information submitted during the public hearings and the recommendation of the Planning and Zoning Commission, the City Council has concluded that approval of this zoning regulation change from 1250 sq. ft. to 1400 sq. ft. for the referenced property would be in the best interest of the citizens of Venus.

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

SECTION 1. That the Zoning Ordinance and Map of the City of Venus, Texas, duly passed by the governing body of the City of Venus, Texas, as heretofore amended, be and the same is hereby amended by amending Chapter 34 – Zoning, Article II. – Districts, Section 34-62 – Schedule of District Regulations Use Table by changing the minimum building size (sq. ft.) in the R-1, R-2, and MH-1 [S] districts from 1250 sq. ft. to 1400 sq. ft.

SECTION 2. That the Zoning Ordinance of the City of Venus, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 3. This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Venus, Texas and the Venus Zoning Ordinance, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such codes, in which event the conflicting provision of such ordinance and such codes are hereby repealed.

SECTION 4. It is hereby declared that it is the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars ($2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6. That all recitals contained in this Ordinance are fully incorporated herein as if fully written.

SECTION 7. This ordinance shall be in full force and effect from this and after its passage and publication as required by law, and it is so ordained.

DULY PASSED and approved by the City Council of the City of Venus, Texas on this the 12th day of October 2021.

APPROVED:

_____
James L. Burgess, Mayor

ATTEST:

_____
Callie Green, City Secretary

ORDINANCE NO.739-2021-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY LEGALLY DESCRIBED AS APPROXIMATELY BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND AS DESBRIBED IN THE WARRANTY DEED FROM BILLY G. SHAW, ET UX AND CONVEYED TO SEVEN S RANCH, INC, AND RECORDED IN VOLUME 3444, PAGE 97 OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 75.19 ACRE TRACT OF LAND INTO THE CITY OF VENUS, JOHNSON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; ADOPTING A SERVICE PLAN; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venus, Texas ("City") is authorized, pursuant to Chapter 43.0671 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law (the "Property"); and

WHEREAS, on or about September 20, 2021, the property owner ("Applicant") submitted a Petition for Voluntary Annexation with the City Secretary, Callie Green; and

WHEREAS, the City desires to approve said petition and annex certain territory described herein (the "Property"); and

WHEREAS, all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Sections 43.0672 and 212.172 of the Texas Local Government Code, a Development Agreement between the City and Applicant was entered into and said Agreement included a Service Plan for the area to be annexed, made available to the public and entered into previously with the owner of said Property, and is attached hereto and incorporated herein; and

WHEREAS, the City Council of the City of Venus finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City of Venus and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are legislative findings and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:

All that certain tract of land being all that certain lot, tract or parcel of land, being 73.5240 total acres, more or less, and situated in the William Hill Survey, Abstract Number 379 Johnson County, Texas and being all that certain called 75.19 acre of land, Tract II described in Warranty Deed from Billy G. Shaw, et ux, to Seven S Ranch, INC and recorded in Volume 3444, Page 97 of the Deed records of Johnson County, Texas and more particularly described by metes and bounds in Exhibit A, which is incorporated herein by reference in this Ordinance as if fully recited.

Be and the same is hereby annexed into the City of Venus, Johnson County, Texas, and that the boundary limits of the City of Venus, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of Venus, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of Venus, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Service Plan contained in Development Agreement. A Written Service Plan is contained in the Development Agreement prepared in accordance with applicable provision of State law pertaining to annexation is attached hereto as **Exhibit B** and is hereby incorporated herein by reference and adopted as part of this ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are hereby amended to include the Property as part of the City of Venus. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Severability Clause. It is hereby declared by the City Council of the City of Venus that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 6. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Venus except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 8. **Filing Instructions**. The City Secretary is hereby directed to file a certified

copy of this ordinance with the County Clerk of Johnson County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 9. **Effective Date**. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Venus, Texas.

DULY PASSED by the City Council of the City of Venus, Texas, on the 12th day of October 2021.

APPROVED:

_____
James Burgess, Mayor

ATTEST:

_____
Callie Green, City Secretary

EXHIBIT A
METES AND BOUNDS

EXHIBIT B
CITY OF VENUS, TEXAS
DEVELOPMENT AGREEMENT

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

September 21, 2021

Ms. Tonya Roberts, City Administrator
City of Venus
P.O. Box 380
Venus, Texas 76084

Dear Ms. Roberts:

An election will be held this coming December to determine who will serve on the Board of Directors for the Central Appraisal District of Johnson County for the years 2022 and 2023. The board consists of five members.

In accordance with Section 6.03(d) of the Texas Property Tax Code, we have calculated the number of votes to which each taxing unit in our district is entitled. As indicated on the calculation enclosed, City of Venus is entitled to 25 votes. Please submit the name(s) of any nominee(s) (up to five persons), by resolution adopted by your governing body, to me on or before October 15, 2021. (A sample resolution is enclosed). Legislation prohibits nominations received after this date from appearing on the ballot.

I will then prepare a ballot listing the candidates, and deliver a copy of the ballot to you before October 30, 2021. Your governing body will then determine its vote by resolution and submit it to me on or before December 15, 2021. At that time I will count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results to you and to the candidates prior to December 31, 2021.

As you can see, timeliness is very important. Please let me know if you have any questions regarding this matter.

Sincerely,

Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA
Executive Director/Chief Appraiser

JH/jw

Enclosures

(SAMPLE RESOLUTION)

RESOLUTION BY _____ AFFIRMING THE NOMINATION(S) FOR CANDIDATE(S) FOR THE BOARD OF DIRECTORS FOR THE CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY, TEXAS.

This is to affirm that _____ on this the_____day of _____, 2021, did move and approve the following nomination(s). Furthermore, said candidate(s) is(are) eligible for election to the Board of Directors of the Central Appraisal District of Johnson County for the 2022-2023 term.

NOMINATION(S) _____

_____

VOTING FOR: _____

_____

VOTING AGAINST: _____

Said resolution was moved and approved on this the_____day of _____, 2021.

Certified by: **Attest:**

_____ _____

CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY

CALCULATION OF VOTES FOR ELECTION OF BOARD OF DIRECTORS FOR 2022-2023

TAXING ENTITY	2020 LEVY	PORTION OF TOTAL LEVY IN DISTRICT	X 1000 X 5 SEATS = NUMBER OF VOTES
CITY OF ALVARADO	2,812,328.51	0.0090	45
CITY OF BURLESON	24,070,831.71	0.0767	383
CITY OF CLEBURNE	17,290,317.93	0.0551	275
CITY OF CROWLEY	20,850.74	0.0001	1
CITY OF GODLEY	654,094.99	0.0021	10
CITY OF GRANDVIEW	768,135.52	0.0024	12
CITY OF JOSHUA	3,317,595.63	0.0106	53
CITY OF KEENE	2,400,519.29	0.0076	38
CITY OF MANSFIELD	4,905,038.56	0.0156	78
CITY OF RIO VISTA	267,976.76	0.0009	4
CITY OF VENUS	1,555,491.31	0.0050	25
ALVARADO ISD	21,382,643.74	0.0681	340
BURLESON ISD	54,760,512.50	0.1744	872
CLEBURNE ISD	43,821,711.59	0.1396	698
CROWLEY ISD	850,088.23	0.0027	14
GODLEY ISD	13,289,542.88	0.0423	212
GRANBURY ISD	862,343.28	0.0027	14
GRANDVIEW ISD	4,267,591.89	0.0136	68
JOSHUA ISD	25,269,947.49	0.0805	402
KEENE ISD	2,573,949.77	0.0082	41
MANSFIELD ISD	14,953,339.00	0.0476	238
RIO VISTA ISD	4,648,993.83	0.0148	74
VENUS ISD	5,754,703.89	0.0183	92
HILL COLLEGE	4,141,261.62	0.0132	66
JOHNSON COUNTY	59,379,898.51	0.1891	944
TOTAL ALL TAXING UNITS	314,019,709.15	1.0000	5000

NOTE: IT REQUIRES AT LEAST 834 VOTES TO SECURE ONE NOMINEE TO A POSITION ON THE BOARD.

Local Government Codes:

Sec. 52.004. OFFICIAL NEWSPAPER. (a) As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected.

(b) The governing body shall publish in the municipality's official newspaper each ordinance, notice, or other matter required by law or ordinance to be published.

Sec. 52.011. TYPE A GENERAL-LAW MUNICIPALITY. If a Type A general-law municipality adopts an ordinance that imposes a penalty, fine, or forfeiture, the ordinance, or a caption that summarizes the purpose of the ordinance and the penalty for violating the ordinance, shall be published in:

CITY OF VENUS

RESOLUTION NO. 17-2021-10

A RESOLUTION OF THE CITY OF VENUS, TEXAS DESIGNATING THE *MIDLOTHIAN MIRROR* AS THE OFFICIAL NEWSPAPER FOR THE CITY OF VENUS, TEXAS; PROVIDING FOR REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 52, Section 52.004, Texas Local Government Code requires that as soon as practicable after the beginning of each municipal year, the governing body of the municipality shall designate, by ordinance or resolution, a public newspaper to be the municipality's official newspaper until another newspaper is selected; and

WHEREAS, the public newspaper serving the City of Venus, Texas and the local area that is most widely read is the *Midlothian Mirror*; and

WHEREAS, the *Midlothian Mirror* meets all the requirements for service as the official newspaper of the City:

(1) Devote not less than 25% of its total column lineage to general interest items;
(2) Be published at least once each week;
(3) Be entered as 2nd class postal matter in the county where published; and
(4) Have been published regularly and continuous for at least 12 months before the governmental entity or representative publishes notices.

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

SECTION 1. The *Midlothian Mirror* is hereby designated the official newspaper for the City of Venus, Texas.

SECTION 2. All resolutions of the City of Venus heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all Resolutions of the City of Venus not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or

unconstitutional.

SECTION 4. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Venus, Texas, this the 12th day of October, 2021.

APPROVED:

_____
MAYOR, James Burgess

ATTEST:

_____
CITY SECRETARY

ADVERTISING COMMITMENT

This Advertising Commitment, entered into by and between Midlothian Mirror ("**Publisher**") and [City of Venus] ("**Advertiser**"), is subject to the terms of the Advertising Services Agreement between Publisher and Advertiser dated as of November 1, 2020 (the "**Agreement**"). Advertiser and Publisher hereby agree to the following Commitment during the period indicated below ("**Commitment Term**"). If, during or at the conclusion of the Commitment Term, Advertiser desires to make a new Commitment with Publisher, the parties will separately execute a new Advertising Commitment that will supersede this Advertising Commitment and will be incorporated into this Agreement by reference. Capitalized terms used in this Advertising Commitment and not defined herein will have the meanings ascribed to such terms in the Agreement.

Commitment Term (insert dates): _11/1/2020- 10/31/2021

Rates: In connection with Advertiser's agreement to the Commitment described below, the parties agree that the rates set forth herein will apply to Advertiser's purchases of the Services described herein during the Commitment Term. Following the Commitment Term, unless the parties execute a new Advertising Commitment describing a new Commitment, all Services purchased by Advertiser will be billed at Publisher's then-current Standard Rate for such Services.

1. Print ROP & Preprint Advertising Rates. The Advertiser has hereby agreed to the following (size, frequency, PCI):
Line rate $1.98 per line per day and $10 online fee

2. Digital Display Rates. NA

3. Digital Marketing Services Rates. The Digital Marketing Services Rates outlined herein are based upon the Company's Digital Marketing Services Rate Card (SEO, PPC, email, social and web development): ____NA_____

4. Other Advertising Rates (Specialty Magazine, We Print, Post its, etc.). The Other Advertising Rates outlined herein shall be earned based upon fulfillment of the Advertising Commitment:
____NA_____

GENERAL NOTES: _____

AGREED AND ACCEPTED:

PUBLISHER
By: Tara Mondloch
Name: Tara Mondloch
Title: Director

ADVERTISER
By: City of Venus
Name: Andy Atwell
Title: City Administrator

AGENCY
By: _____
Name: _____
Title: _____

RESOLUTION NO. 18-2021-10

RESOLUTION APPROVING A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR THE SALE OF "CITY OF VENUS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)"

WHEREAS, the City of Venus, Texas (the "City") intends to issue its City of Venus, Texas Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District) (the "Bonds") to finance certain public improvements within the City;

WHEREAS, FMSbonds, Inc. (the "Underwriter"), with assistance from its counsel, City Staff, the City's Bond Counsel, and City's Financial Advisor, has prepared a Preliminary Limited Offering Memorandum for dissemination to potential purchasers of the Bonds prior to the availability of the final Limited Offering Memorandum for the Bonds.

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

1. The Preliminary Limited Offering Memorandum for the Bonds, substantially in the form attached hereto as Exhibit A, is hereby approved with such changes, addenda, supplements or amendments as may be approved by the City Administrator and Finance Director in consultation with the City's consultants retained by the City to assist in the issuance of the Bonds including Bond Counsel and the Financial Advisor, and the Underwriter is hereby authorized to distribute such document among potential purchasers of the Bonds and other interested persons in connection with the initial marketing and placement of the Bonds; provided that such Preliminary Limited Offering Memorandum shall not be released to the public without the approval of the City Administrator and Finance Director, which approval shall be made in consultation with the City's consultants retained by the City to assist in the issuance of the Bonds including Bond Counsel and the Financial Advisor.

2. Pursuant to Rule 15c2-12 of the United States Securities and Exchange Commission (17 C.F.R. § 240.15c2-12) ("Rule 15c2-12"), the City hereby deems the Preliminary Limited Offering Memorandum to be final as of its date, except for the omission of no more than the following information as permitted by Rule 15c2-12: the offering prices of the Bonds, interest rates for the Bonds, selling compensation of the Underwriter, the aggregate principal amount of the Bonds, the principal amount per maturity of the Bonds, the delivery date for the Bonds, ratings for the Bonds, and the identity of the ultimate purchasers.

PASSED AND APPROVED THIS 12th DAY OF OCTOBER, 2021.

_____
James L Burgess, Mayor
City of Royse, Texas

ATTEST:

_____
Callie Green, City Secretary
City of Venus, Texas

EXHIBIT A

PRELIMINARY LIMITED OFFERING MEMORANDUM

NEW ISSUE **NOT RATED**

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [_____], 2021

THE BONDS ARE INITIALLY OFFERED ONLY TO "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933) AND "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933). SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing statues, regulations, published rulings, and court decisions existing on the date hereof, subject to the matters described under "TAX MATTERS" herein.

$PRINCIPAL*
CITY OF VENUS, TEXAS
(a municipal corporation of the State of Texas located in Johnson and Ellis Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

Dated Date: Delivery Date (as defined herein)
Interest to Accrue from Delivery Date **Due: September 15, as shown on the inside cover**

The City of Venus, Texas Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District) (the "Bonds"), are being issued by the City of Venus, Texas (the "City"). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $100,000 of principal amount and any integral multiple of $1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be payable on each March 15 and September 15, commencing September 15, 2022*, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry-only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by Regions Bank, as trustee (the "Trustee"), to Cede & Co. as the registered owner thereof. See "BOOK-ENTRY-ONLY SYSTEM."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an ordinance expected to be adopted by the City Council of the City (the "City Council") on November 8, 2021, and an Indenture of Trust, dated as of November 15, 2021 (the "Indenture"), entered into by and between the City and the Trustee.

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the actual costs of the Public Improvements (as defined herein), (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the 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 Patriot Estates Public Improvement District (the "District") and (v) paying the costs of issuance of the Bonds. See "AUTHORIZED IMPROVEMENTS" and "APPENDIX B — Form of Indenture." Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from and secured by the Pledged Revenues, consisting primarily of the Assessments levied against assessed parcels in Improvement Area #1 and Improvement Area #2 of the District in accordance with a Service and Assessment Plan and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. See "SECURITY FOR THE BONDS." The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds involve a significant degree of risk and are not suitable for all investors. See "BONDHOLDERS' RISKS" and "SUITABILITY FOR INVESTMENT." Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE "SECURITY FOR THE BONDS."

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter (identified below), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See "APPENDIX D — Form of Opinion of Bond Counsel." Certain legal matters will be passed upon for the City by its counsel, Halla Law Firm, for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP and for the Developer by its counsel, Sanford Kuhl Hagan Kugle Parker Kahn LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about November 30, 2021 (the "Delivery Date").

FMSbonds, Inc.

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion and amendment without notice. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

* *Preliminary; subject to change.*

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS, AND CUSIP NUMBERS

CUSIP Prefix: _____[(a)]

$PRINCIPAL[*]
CITY OF VENUS, TEXAS
(a municipal corporation of the State of Texas located in Johnson and Ellis Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield ____%; CUSIP ___[(a) (b) (c)]

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield ____%; CUSIP ___[(a) (b) (c)]

(a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), managed by S&P Global Market Intelligence on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City's Financial Advisor and the Underwriter do not take any responsibility for the accuracy of such numbers.

(b) The Bonds are subject to redemption, in whole or in part, before their scheduled maturity, at the option of the City, on any date on or after _____, 20__, such redemption date or dates to be fixed by the City, at the redemption price of 100% of principal amount thereof, plus accrued interest to the date of redemption, as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

[*] *Preliminary; subject to change.*

CITY OF VENUS, TEXAS

CITY COUNCIL

Name	Length of Service	Term Expires (May)
James Burgess, Mayor	10 Years	2023
Jeanie Toland-Scott, Mayor Pro-Tern	4 Years	2022
Rita Bishop	< 1 Year	2023
Kayla Sanguinetti	< 1 Year	2023
Geronimo Hernandez	11 Years	2022
Phyllis Lewis	< 1 Year	2022

CITY ADMINISTRATOR Tonya Roberts

FINANCE DIRECTOR Cheryl Estes, CPA

BOND COUNSEL
McCall, Parkhurst & Horton L.L.P.
Dallas, Texas

FINANCIAL ADVISOR
Hilltop Securities Inc.
Dallas, Texas

PID ADMINISTRATOR
P3Works, LLC
Austin and North Richland Hills, Texas

For additional information regarding the City, please contact:

Cheryl Estes, CPA
Finance Director
City of Venus, Texas
700 W. US Highway 67
Venus, Texas 76084
(972) 366-3348

Jim S. Sabonis
Managing Director
Hilltop Securities Inc.
1201 Elm Street, Suite 3500
Dallas, Texas 75270
(214) 953-4000

Andre Ayala
Director
Hilltop Securities Inc.
1201 Elm Street, Suite 3500
Dallas, Texas 75270
(214) 953-4000

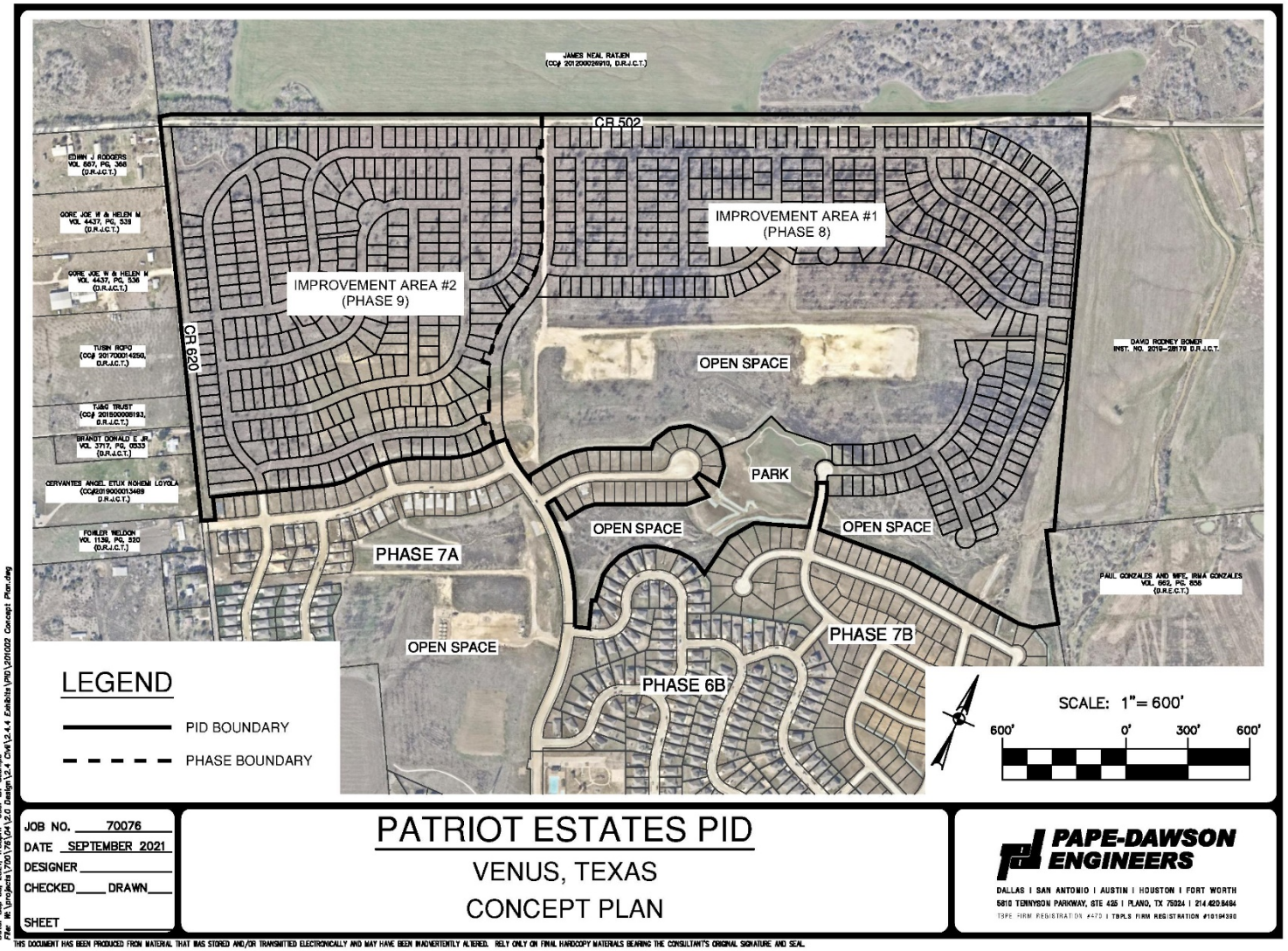
REGIONAL LOCATION MAP OF THE DISTRICT

[Developer to provide]

AREA LOCATION MAP OF THE DISTRICT

[Developer to provide]

MAP SHOWING BOUNDARIES OF THE DISTRICT



FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE SECURITIES AND EXCHANGE COMMISSION AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM, THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS" HEREIN. EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NONE OF THE CITY, THE UNDERWRITER OR THE DEVELOPER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE

MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT OF 1933. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY NEITHER PLANS TO ISSUE ANY UPDATES OR REVISIONS NOR PLANS TO REQUEST THAT THE DEVELOPER PROVIDE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

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PRELIMINARY LIMITED OFFERING MEMORANDUM

**$PRINCIPAL*
CITY OF VENUS, TEXAS
(a municipal corporation of the State of Texas located in Johnson and Ellis Counties)
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021
(PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT)**

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, the inside cover and the appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Venus, Texas (the "City"), of its $PRINCIPAL* aggregate principal amount of Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District) (the "Bonds").

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY TO AND ARE BEING SOLD ONLY TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BONDHOLDERS' RISKS" AND "SUITABILITY FOR INVESTMENT."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), the ordinance authorizing the issuance of the Bonds expected to be adopted by the City Council of the City (the "City Council") on November 8, 2021 (the "Bond Ordinance"), and an Indenture of Trust, dated as of November 15, 2021 (the "Indenture"), expected to be entered into by and between the City and Regions Bank, as trustee (the "Trustee"). The Bonds will be secured by a pledge and lien upon the Trust Estate (as defined in the Indenture) consisting primarily of revenue from (i) special assessments (the "Improvement Area #1 Assessments") to be levied against assessed parcels (the "Improvement Area #1 Assessed Property") located within Improvement Area #1 (as defined herein) of the Patriot Estates Public Improvement District (the "District") and (ii) special assessments (the "Improvement Area #2 Assessments" and, together with the Improvement Area #1 Assessments, the "Assessments") to be levied against assessed parcels (the "Improvement Area #2 Assessed Property" and, together with the Improvement Area #1 Assessed Property, the "Assessed Property") located within Improvement Area #2 (as defined herein) of the District, pursuant to a separate ordinance expected to be adopted by the City Council on November 8, 2021 (the "Assessment Ordinance"), all to the extent and upon the conditions described in the Indenture. See "SECURITY FOR THE BONDS" and "ASSESSMENT PROCEDURES."

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum, except as otherwise noted in "ASSESSMENT PROCEDURES," that are not otherwise defined herein shall have the meanings set forth in the Indenture. See "APPENDIX B — Form of Indenture."

Set forth herein are brief descriptions of the City, the District, the Developer (as defined herein), P3Works, LLC (the "PID Administrator"), the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Reimbursement Agreement (as defined herein), and the Development Agreement (as defined herein), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco,

* *Preliminary; subject to change.*

Texas 75034, telephone number (214) 302-2246. The form of Indenture appears in APPENDIX B and the form of Service and Assessment Plan appears as APPENDIX C. The information provided under this caption "INTRODUCTION" is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

PLAN OF FINANCE

Development Plan

The District consists of approximately 192.4 acres making up the final two phases of a larger master planned residential community known as Patriot Estates (the "Development"). All other phases of the Development are not within the boundaries of the District. LGI Homes – Texas, LLC (the "Developer"), an affiliate of LGI Homes, Inc., owns all of the land within the District. The Developer is developing the District in two construction phases, which began with construction of certain public improvements (the "Improvement Area #1 Improvements") benefiting the eighth phase of the Development ("Improvement Area #1") and is begin followed by the construction of certain public improvements (the "Improvement Area #2 Improvements" and, together with the Improvement Area #1 Improvements, the "Public Improvements") benefiting the ninth phase of the Development ("Improvement Area #2"). See "THE DEVELOPMENT." The boundaries of the District and each improvement area are shown in the "MAP SHOWING BOUNDARIES OF THE DISTRICT."

In addition to the Public Improvements, the Developer will construct additional improvements to serve the District, which include (i) onsite earthwork and water improvements (the "Additional Improvements"), (ii) the Lift Station and Force Main (as defined herein) and (iii) the Public Amenities (as defined herein), all of which will be financed by the Developer without reimbursement by the City. See "THE DEVELOPMENT — Development Plan and Status of Development" and "— Amenities."

The Developer finished construction of the Improvement Area #1 Improvements [and the Additional Improvements to serve Improvement Area #1] in [October] of 2021. The Developer began construction of the Improvement Area #2 Improvements [and the Additional Improvements to serve Improvement Area #2] in July of 2021 and expects to complete such construction by October of 2022. The Developer completed construction of the Lift Station and Force Main, which is currently in the final inspection phase with the City. The Developer is constructing the Public Amenities and anticipates completion of the majority of the Public Amenities, except for certain trails in Improvement Area #2, by [October of 2021]. See "THE DEVELOPMENT — Development Plan and Status of Development" and "— Amenities." ***[Developer to confirm]***

The total cost of the Public Improvements is forecasted to be approximately $[_____]*. The City will finance or pay the Developer for a portion of the actual costs, paid or incurred by or on behalf of the Developer, of the Public Improvements in the approximate amount of $[_____]* through the issuance of the Bonds. The balance of the costs of the Public Improvements will be or has been financed by the Developer without reimbursement by the City. As of October 1, 2021, the Developer has spent approximately $[_____] on constructing the Public Improvements. ***[Developer to provide]*** The City and the Developer expect to enter into the Reimbursement Agreement Patriot Estates Public Improvement District to be effective as of [_____], 2021 (the "Reimbursement Agreement"), which provides, in part, for the deposit of the Assessments and the proceeds from the issuance and sale of the Bonds, and the payment of the actual costs of the Public Improvements. See "SECURITY FOR THE BONDS," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT — Development Plan and Status of Development," "THE DEVELOPER — History and Financing of the District," "APPENDIX C — Form of Service and Assessment Plan" and "APPENDIX F — Form of Reimbursement Agreement."

In accordance with the Development Agreement, and in order to provide additional assurance that the Developer will complete the Public Improvements, the Developer and the Trustee expect to enter into the Patriot Estates Public Improvement District Completion Agreement (the "Completion Agreement") to be effective as of [November 8], 2021. In the Completion Agreement, the Developer will agree, no later than five business days prior to prior to closing of the Bonds, to provide evidence to the Trustee ("Evidence of Available Funds") that sufficient

* Preliminary; subject to change.

funds are available to the Developer to fund the difference between the estimated costs of the Public Improvements, as shown in the Service and Assessment Plan, and the amount of Bond proceeds deposited into the Project Fund that are available to pay Actual Costs of the Public Improvements (the "Funding Shortfall"). So long as the Developer, through the Developer's parent company, LGI Homes, Inc. ("LGI"), maintains cash and equivalents, as disclosed in LGI's Form 8-K report as filed with the United States Securities and Exchange Commission (the "SEC"), in an amount that equals or exceeds the Funding Shortfall, the Developer shall have satisfied the requirement to provide Evidence of Available Funds. See "THE DEVELOPER — History and Financing of the District."

Single-Family Residential Development

The District is expected to include 653 50' single family residential lots, consisting of 333 in Improvement Area #1 and 320 in Improvement Area #2. The Developer is and expects to be the only homebuilder in the District. The Developer expects to begin construction of homes in Improvement Area #1 by [_____] of 2021 with the first home sales in Improvement Area #1 expected for January of 2022. See "THE DEVELOPMENT." ***[Developer to provide]***

The remaining phases of the Development (which are not within the District) include 953 single family residential lots, all of which are occupied by homeowners.

The Bonds

Proceeds of the Bonds will be used to provide funds 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 (collectively, and as more fully defined herein under "THE AUTHORIZED IMPROVEMENTS," the "Authorized Improvements"). See "SOURCES AND USES OF FUNDS," "THE AUTHORIZED IMPROVEMENTS" and "APPENDIX B — Form of Indenture."

Payment of the Bonds is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of Assessments, all to the extent and upon the conditions described herein and in the Indenture. See "SECURITY FOR THE BONDS" and "ASSESSMENT PROCEDURES."

The Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (the "State") or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to "accredited investors" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 and "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933. Each initial purchaser of the Bonds (each, an "Investor") will be deemed to have acknowledged, represented and warranted to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute the investment letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. The Investor is an "accredited investor" under Rule 501 of Regulation D of the Securities Act of 1933 or a "qualified institutional buyer" under Rule 144A of the Securities Act of 1933, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account

for investment purposes and for an indefinite period of time, and does not intend at this time to dispose of all or any part of the Bonds. However, the investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Public Improvements, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the "Investor Information"). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information, and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor's purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor's decision to purchase the Bonds except for gross negligence, fraud or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid to the City pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery to the Underwriter (the "Delivery Date") and will be computed on the basis of a 360-day year of twelve 30-day months and will be payable on each March 15 and September 15, commencing September 15, 2022[*] (each, an "Interest Payment Date"), until maturity or prior redemption. Regions Bank is the initial Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $100,000 of principal and any integral multiple of $1,000 in excess thereof ("Authorized Denominations"). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Bonds will

[*] *Preliminary; subject to change.*

be made in book-entry only form. See "BOOK-ENTRY-ONLY SYSTEM" and "SUITABILITY FOR INVESTMENT."

Redemption Provisions

Optional Redemption. The City reserves the right and option to redeem Bonds maturing on or after September 15, 20__, 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 (the "Redemption Price").

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 15th 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. See "ASSESSMENT PROCEDURES — Prepayment of Assessments" for the definition and description of Prepayments.

Mandatory Sinking Fund Redemption. The Bonds maturing on September 15 in the years 20__ and 20__ (collectively, the "Term Bonds"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedules:

$ Term Bonds Maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	$
September 15, 20__ †	

† Stated Maturity

$ Term Bonds Maturing September 15, 20__

Redemption Date	Sinking Fund Installment Amount
September 15, 20__	$
September 15, 20__	
September 15, 20__ †	

† Stated Maturity

At least 30 days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the 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 redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any redemption date pursuant to the mandatory sinking fund redemption described above shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Term 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 30 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions of the Indenture.

Partial Redemption. If less than all of the Bonds are to be redeemed pursuant to the Indenture, 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.

In selecting the Bonds to be redeemed pursuant to the mandatory sinking fund redemption and optional redemption provisions, the Trustee may select Bonds in any method that results in a random selection.

If less than all of the Bonds are called for extraordinary optional redemption provisions, 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.

Upon surrender of any Bond for redemption in part, the Trustee, in accordance with the provisions of the Indenture, shall authenticate and deliver in exchange thereof a Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Notice of Redemption. Upon written direction of the City to the Trustee of the exercise of any redemption provision under the Indenture, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in 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, and subject to the Indenture, 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 such notice shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice of redemption having been given as provided in the 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.

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 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 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 City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written direction from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC, while the Bonds are registered in its

nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners (as defined herein), or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the SEC, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Direct Participants and Indirect Participants are collectively referred to herein as "Participants." DTC has an S&P Global Ratings' rating of "AA+". The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by

arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

SECURITY FOR THE BONDS

General

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE "APPENDIX B — FORM OF INDENTURE."

The following is a summary of certain provisions contained in the Indenture. Reference is made to the Indenture for a full statement of the terms and provisions of the Bonds. Investors must read the entire Indenture to obtain information essential to the making of an informed investment decision. See "APPENDIX B — Form of Indenture."

The principal of, premium, if any, and interest on the Bonds will be secured by a pledge of and a lien upon the pledged revenues (the "Pledged Revenues"), consisting primarily of Assessments expected to be levied against the Assessed Property and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. In accordance with the PID Act, the City has caused the preparation of a service and assessment plan (as updated, amended and supplemented from time to time, the "Service and Assessment Plan"), which describes the special benefit received by the Assessed Property, provides the basis and justification for the determination of special benefit on the Assessed Property, establishes the methodology for the levy of the Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated at least annually (each, an "Annual Service Plan Update") for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See "APPENDIX C — Form of Service and Assessment Plan."

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of applicable law to finance the Authorized Improvements by levying Assessments upon the Assessed Property. For a description of the assessment methodology and the amounts of Assessments levied in Improvement Area #1 and Improvement Area #2, see "ASSESSMENT PROCEDURES" and "APPENDIX C — Form of Service and Assessment Plan."

Pursuant to the Indenture, the following terms are assigned the following meanings:

"Additional Interest" means the 0.50% additional interest charged on each Assessment, pursuant to Section 372.018 of the PID Act. See "SECURITY FOR THE BONDS — Pledged Revenue Fund" and "APPENDIX C — Form of Service and Assessment Plan."

"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 (as defined herein) attached to the Service and Assessment Plan, as the same may be updated from time to time, or in an Annual Service Plan Update, and calculated as provided in the Service and Assessment Plan, (ii) Annual Collection Costs (as defined herein), and (iii) the Additional Interest.

"Assessment Revenues" means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"Pledged Funds" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"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 or Annual Installments in excess of the amounts required to be deposited into the Pledged Revenue Fund pursuant to the 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.

Collection and Deposit of Assessments

The Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds are shown on the Assessment Rolls. The Assessments, together with the interest thereon, will be deposited in the Pledged Revenue Fund for the payment of the principal of and interest on the Bonds, as and to the extent provided in the Service and Assessment Plan and the Indenture. See "SECURITY FOR THE BONDS — Pledged Revenue Fund."

The Assessments assessed to pay debt service on the Bonds together with interest thereon, are payable in Annual Installments established by the Assessment Ordinances and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds. An Annual Installment of an Assessment will be made payable in the Assessment Ordinances in each City fiscal year preceding the date of final maturity of the Bonds which, if collected, will be sufficient to pay debt service requirements attributable to the Assessments in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

The portions of the Annual Installments of Assessments collected to pay Annual Collection Costs and Delinquent Collection Costs will be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City will impose Assessments on the Assessed Property to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each fiscal year. The Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments for each lot within the District will begin to accrue on the date specified in the Service and Assessment Plan and, prior to issuance of the Bonds, is calculated at a rate specified in the Assessment Ordinance. After issuance of the Bonds, Additional Interest on the Assessments for each lot within the District will accrue at the rate of 0.50% as specified in the Assessment Ordinance. The rate of Additional Interest may not exceed a rate that is 0.50% higher than the actual interest rate of the Bonds, pursuant to Section 372.018 of the PID Act. Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated annually and shall be due on or about October 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

As authorized by Section 372.018(b) of the PID Act, the City will levy, assess and collect, each year while the Bonds are Outstanding and unpaid, as part of the Annual Installment, an amount to pay the annual costs incurred by the City in the administration and operation of the District (the "Annual Collection Costs"). The portion of each Annual Installment of an Assessment used to pay Annual Collection Costs shall remain in effect each year until all Bonds are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The amount collected to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance on or about October 1 of each year and shall be delinquent if not paid by

February 1 of the following year. **Amounts collected for Annual Collection Costs do not secure repayment of the Bonds.**

There is no discount for the early payment of Assessments.

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney's fees, if incurred) are a first and prior lien (the "Assessment Lien") against the Assessed Property, superior to all other liens and claims, except liens and claims for the State, county, school district, or municipality for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See "ASSESSMENT PROCEDURES" herein. The Assessment Lien is superior to any homestead rights of a property owner that are properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property. See "BONDHOLDERS' RISKS — Assessment Limitations."

Failure to pay an Annual Installment when due will not accelerate the payment of the remaining Annual Installments of the Assessments and such remaining Annual Installments (including interest) will continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

The lien on and pledge of the Trust Estate will 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 the 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 the 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 the 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.

Pledged Revenue Fund

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 the Indenture 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 in 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 the Indenture and, immediately following the initial deposit to the Pledged Revenue Fund, prior to any other transfers or deposits being made under this paragraph, 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 the Indenture, the City shall provide written direction to the Trustee to transfer to the Rebate Fund, prior to any other transfer under this paragraph, the full amount of Rebatable Arbitrage owed by the City, as further described in the Indenture. 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 the Indenture.

From time to time as needed to pay the obligations relating to the Bonds, but no later than five 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.

If, after the foregoing transfers and any transfer from the Reserve Fund (as described under the subcaptions "Reserve Account of the Reserve Fund" and "Delinquency and Prepayment Account of the Reserve Fund" below), there are insufficient funds to make the payments to the Principal and Interest Account of the Bond Fund described 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.

The Trustee shall transfer Prepayments to the Redemption Fund to be used to redeem Bonds promptly after deposit of such amounts into the Pledged Revenue Fund.

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.

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 the first paragraph under this subheading, as directed by the City in a City Order.

Bond Fund

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. If amounts in the Principal and Interest Account are insufficient to pay the amounts due on the Bonds on an Interest Payment Date, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to the Indenture. 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.

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, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

[*] Preliminary; subject to change.

Project Fund

Money on deposit in the Project Fund shall be used for the purposes specified in the Indenture. 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.

Disbursements from the respective Bond Improvement Account of the Project Fund to pay Actual Costs of the Public Improvements shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment. The funds from the 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. For the form of Certificate for Payment, see Exhibit B to "APPENDIX F — Form of Reimbursement Agreement."

Except as provided in the following two paragraphs, 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.

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.

Upon the filing of a City Order stating that all Improvement Area #1 Improvements and 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 and Developer Improvement Account of the Project Fund shall be closed.

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.

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. Upon such transfers, the Bond Improvement Accounts of the Project Fund shall be closed.

Reserve Account of the Reserve Fund

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund, held by the Trustee for the benefit of the Bonds, and initially funded with proceeds of the Bonds in the amount of the Reserve Account Requirement. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds is 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 to the Redemption Fund as a result of Prepayments; and provided further that as a result of (1) an optional redemption, or (2) an extraordinary optional redemption, 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.

In the event of an extraordinary optional redemption of Bonds from the proceeds of a Prepayment, the Trustee, pursuant to 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.

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 (described below) and *second* from the Reserve Account of the Reserve Fund to the Bond Fund the amount necessary to cure such deficiency. 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.

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 the Indenture, unless within 30 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 to the Rebate Fund, in accordance with the Indenture, (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 of the Public Improvements if such application and the expenditure of funds is expected to occur within three years of the date hereof or, (iv) to the Redemption Fund to be applied to the redemption of the Bonds.

Delinquency and Prepayment Reserve Account of the Reserve Fund

Pursuant to the Indenture, a Delinquency and Prepayment Reserve Account will be created within the Reserve Fund, held by the Trustee for the benefit of the Bonds. 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. The "Delinquency and Prepayment Reserve Requirement" means an amount equal to 3.5% of the principal amount of the then Outstanding Bonds. If 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. The Additional Interest shall continue to be collected and deposited pursuant to the Indenture until the Bonds are no longer Outstanding.

Upon an extraordinary optional redemption of Bonds due to Prepayments, after transferring funds from the Reserve Account of the Reserve Fund to the Redemption Fund, if there are insufficient funds to pay the principal

amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Delinquency and Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

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.

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. Additional Interest shall be used to replenish the Delinquency and Prepayment Reserve Account of the Reserve Fund.

Administrative Fund

The City will create under the Indenture an Administrative Fund held by the Trustee. Immediately upon receipt thereof, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered under the Indenture 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. See "APPENDIX C — Form of Service and Assessment Plan."

THE ADMINISTRATIVE FUND SHALL NOT BE PART OF THE TRUST ESTATE AND SHALL NOT BE SECURITY FOR THE BONDS.

Defeasance

Any Outstanding Bonds shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding within the meaning of the Indenture (a "Defeased Debt"), 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, upon redemption, or otherwise), either (i) shall have been made in accordance with the terms thereof, or (ii) 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 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.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. "Investment Securities" means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the "PFIA"); and 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. Under current State law, Investment Securities that are authorized for the investment of funds to

defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners will be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

Each of the following occurrences or events constitutes an "Event of Default" under the Indenture:

(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;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under the Indenture, other than a default under (iv) below, and the continuation thereof for a period of 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 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 180 days after such notice; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable and such failure is not remedied within 30 days thereafter.

Remedies in Event of Default

Upon the happening and continuance of any Event of Default, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than 51% in principal amount of the Bonds then Outstanding under the Indenture shall proceed to protect and enforce the rights of the Owners under the 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 in the Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due in an Event of Default, 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 the Trustee shall not be liable to any Owner, or other Person, or the City by reason of the following selection, liquidation or sale.

Whenever moneys are to be applied pursuant to the Indenture, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate, and as may be required by law and apply the proceeds thereof in accordance with the Indenture. 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.

Restriction on Owner's Actions

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy thereunder, unless (i) a default has occurred and is continuing of which the Trustee has received prior notice in writing or of which the Trustee is deemed to have notice, (ii) such default has become an Event of Default and the Owners of not less than 51% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee directing the Trustee to proceed to exercise the powers granted in the Indenture 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 the Indenture, (iv) the Trustee has for 60 days after such prior written notice failed or refused to exercise the powers granted in the Indenture, 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 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 the Indenture by its, his or their action or to enforce any right under the Indenture except in the manner provided in the Indenture, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided in the Indenture and for the equal benefit of the registered 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 the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy under the Indenture.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the 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 thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys after Event of Default

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 the Indenture with respect to Events of Default shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including Trustee's counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture during the continuance of an Event of Default, 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:

(i) 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

(ii) 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 the Bonds pursuant to the Indenture within 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.

In the event funds are not adequate to cure any of the Events of Default described above, 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 the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment or Deposit of Funds

Money in any Fund or Account established pursuant to the Indenture, 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.

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 the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the 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.

Against Encumbrances

Other than refunding Bonds issued to refund all or a portion of the Bonds ("Refunding 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 the 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.

So long as Bonds are Outstanding under the Indenture, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds and any Refunding Bonds issued to refund all or a portion of the Bonds, secured by any pledge of or other lien or charge on the Pledged Revenues or other property pledged under the Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

Other Obligations or Other Liens; Refunding Bonds

The City reserves the right to issue or incur bonds, notes or other obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate, or any portion thereof.

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.

Notwithstanding any contrary provision of the Indenture, the City shall not issue additional bonds, notes or other obligations under the 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.

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.

SOURCES AND USES OF FUNDS

The table that follows summarizes the expected sources and uses of proceeds of the Bonds[1]:

Sources of Funds:	
Principal Amount	$
Total Sources	**$**
Use of Funds:	
Deposit to Improvement Area #1 Bond Improvement Account of Project Fund	$
Deposit to Improvement Area #2 Bond Improvement Account of Project Fund	
Deposit to Cost of Issuance Account of Project Fund	
Deposit to Capitalized Interest Account of Bond Fund	
Deposit to Reserve Account of Reserve Fund	
Deposit to Administrative Fund	
Underwriter's Discount[2]	
Total Uses	**$**

[1] To be updated and completed upon pricing.

[2] Includes Underwriter's counsel fee of $_____.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds[(1)]:

Year Ending (September 30)	Principal	Interest	Total
2022	$	$	$
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
Total	**$**	**$**	**$**

(1) To be updated and completed upon pricing. Preliminary; subject to change.

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OVERLAPPING TAXES AND DEBT

The land within Improvement Area #1 and Improvement Area #2 has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments. In addition to the Assessments described above, the Developer anticipates that each lot owner in the District will pay an annual maintenance and operation fee and/or a property owner's association fee to a homeowners' association (the "HOA") formed by the Developer.

While the District is located within Ellis and Johnson Counties, all proposed single-family lots within Improvement Area #1 and Improvement Area #2 are located within Johnson County. In addition to Johnson County, all single-family lots are located in the City, Venus Independent School District ("Venus ISD"), Hill College-Venus and Johnson County Emergency Services District #1 ("Johnson Co ESD #1"), all of which may levy ad valorem taxes upon land such lots for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or special assessments levied by such other taxing authorities. The following table reflects the overlapping ad valorem tax rates currently levied on property located in Improvement Area #1 and Improvement Area #2. ***[PID Administrator and FA to complete tables, as applicable]***

Overlapping Taxes

Taxing Entity	Improvement Area #1 Tax Year 2021 Ad Valorem Tax Rate[1]	Improvement Area #2 Tax Year 2021 Ad Valorem Tax Rate[1]
City of Venus	$	$
Johnson County (including Lateral Road)		
Venus ISD		
Hill College-Venus		
Johnson Co ESD #1		
Total Current Tax Rate	**$**	**$**
Estimated Average Annual Installment in Improvement Area #1 and Improvement Area #2 as an Equivalent Tax Rate	$0.2547[2]	$0.2588[2][3]
Estimated Total Tax Rate and Average Annual Installment in Improvement Area #1 and Improvement Area #2 as an Equivalent Tax Rate	**$**[2]	**$**[2]

[1] As reported by the Johnson County Appraisal District. Per $100 taxable appraised value.
[2] Shown as a tax rate equivalent for illustration purposes only. Preliminary; subject to change.
[3] ***[PID Administrator to provide narrative as to why TRE is higher in IA #2]***
Source: Johnson County and Ellis County Appraisal Districts and the Service and Assessment Plan.

Sample Tax Statement for Homes within Improvement Area #1[1]

Taxing/Assessing Jurisdiction	2021 Tax Rate[3]	Average $280,000 50' Home Tax Bill
The City	$	$
The City (Assessments)	0.2547[4]	
Johnson County (including Lateral Road)		
Venus ISD		
Hill College-Venus		
Johnson Co ESD #2		
Total	**$**	**$**

[1] Illustrative. Preliminary; subject to change.
[2] Average taxable value is based on projections provided by the Developer.
[3] As reported by the Johnson County Appraisal District. Per $100 taxable appraised value.
[4] Derived from information in the Service and Assessment Plan. Shown as a tax rate equivalent for illustration purposes only. Preliminary; subject to change.
Source: Johnson County Appraisal District and the Service and Assessment Plan.

Sample Tax Statement for Homes within Improvement Area #2[(1)]

Taxing/Assessing Jurisdiction	2021 Tax Rate[(3)]	Average $280,000 50' Home Tax Bill
The City	$	$
The City (Assessments)	0.2588[(4)]	
Johnson County (including Lateral Road)		
Venus ISD		
Hill College-Venus		
Johnson Co ESD #2		
Total	**$**	**$**

(1) Illustrative. Preliminary; subject to change.
(2) Average taxable value is based on projections provided by the Developer.
(3) As reported by the Johnson County Appraisal District. Per $100 taxable appraised value.
(4) Derived from information in the Service and Assessment Plan. Shown as a tax rate equivalent for illustration purposes only. Preliminary; subject to change.
Source: Johnson County Appraisal District and the Service and Assessment Plan.

As noted above, the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below are overlapping debt tables showing the outstanding indebtedness payable from ad valorem taxes with respect to property within the District, and City debt to be secured by the Assessments: ***[FA to complete]***

Overlapping Debt in the District

Taxing or Assessing Entity	Total Outstanding Debt as of October 1, 2021	Estimated % Applicable[(1)]	Direct and Estimated Overlapping Debt[(1)]
The City (Assessments - The Bonds)	$ PRINCIPAL[(2)]	100.00%	$PRINCIPAL[(2)]
The City (Ad Valorem)		%	
Johnson County		%	
Venus ISD		%	
Total[(3)]	**$**		**$**

(1) Based on the [tax year 2021] net taxable assessed valuation for the taxing entities as certified by the Johnson County Appraisal District and on [_____], for lots within the District.
(2) Preliminary; subject to change.
(3) [Hill College-Venus and Johnson Co ESD #2] do not have any outstanding debt. ***[FA to confirm]***
Source: Municipal Advisory Council of Texas (gross outstanding debt secured by property taxes), the Johnson County Appraisal District and the Service and Assessment Plan.

ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of the Authorized Improvements through Assessments, it must adopt a resolution generally describing the Authorized Improvements and the land within the District to be subject to Assessments to pay the costs therefor. The City has caused an assessment roll to be prepared for Improvement Area #1 and a separate assessment roll to be prepared for Improvement Area #2 (collectively, the "Assessment Rolls"), which Assessment Rolls show the land within the District to be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land and the number of Annual Installments in which the Assessment is divided. The Assessment Rolls will be filed with the City Secretary and made available for public inspection. Statutory notice will be given to the owners of the property to be assessed and a public hearing will be conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Authorized Improvements and funding the same with Assessments. The City expects to levy the Assessments and adopt the Assessment Ordinance on November 8, 2021, after which the Assessments will become legal, valid and binding liens upon the Assessed Property against which the respective Assessments are made.

Under the PID Act, the costs of Authorized Improvements may be assessed by the City against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Assessed Property similarly benefited. The

allocation of benefits and assessments to the benefited land within the District is set forth in the Service and Assessment Plan, which should be read in its entirety. See "APPENDIX C — Form of Service and Assessment Plan."

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of Assessed Property as a result of the Authorized Improvements, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Authorized Improvements to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Authorized Improvements are being funded with proceeds of the Bonds, which are payable from and secured by Trust Estate consisting of the Pledged Revenues, including primarily the Assessments.

As set forth in the Service and Assessment Plan, the City Council has determined that a portion of the costs associated with the "Improvement Area #1 Projects," which consist of (i) the Improvement Area #1 Improvements, (ii) Improvement Area #1's allocable share of District Formation Costs (as defined herein) and (iii) Improvement Area #1's allocable share of Bond Issuance Costs (as defined herein) for the Bonds, will initially be allocated to the Improvement Area #1 Assessed Properties based on the ratio of the Estimated Buildout Value of each lot type designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. Currently, the Improvement Area #1 Initial Parcel (as defined in the Service and Assessment Plan) 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 Improvements. As Parcels of the Improvement Area #1 Assessed Properties are subdivided, the Improvement Area #1 Projects and the related Improvement Area #1 Assessments will be reallocated in accordance with the Service and Assessment Plan, as described under "— Assessment Amounts – Method of Apportionment of Assessments" below.

As set forth in the Service and Assessment Plan, the City Council has determined that a portion of the costs associated with the "Improvement Area #2 Projects," which consist of (i) the Improvement Area #2 Improvements, (ii) Improvement Area #2's allocable share of District Formation Costs and (iii) Improvement Area #2's allocable share of Bond Issuance Costs for the Bonds, will initially be allocated to the Improvement Area #2 Assessed Properties based on the ratio of the Estimated Buildout Value of each lot type designated as Improvement Area #2 Assessed Property to the Estimated Buildout Value of all Improvement Area #2 Assessed Property. Currently, the Improvement Area #2 Initial Parcel (as defined in the Service and Assessment Plan) 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 Improvements. As Parcels of the Improvement Area #2 Assessed Properties are subdivided, the Improvement Area #2 Projects and the related Improvement Area #2 Assessments will be reallocated in accordance with the Service and Assessment Plan, as described under "— Assessment Amounts – Method of Apportionment of Assessments" below.

The City has determined that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly situated within the District. The Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer, all other current owners of property within the District and all future owners and developers within the District. See "APPENDIX C — Form of Service and Assessment Plan."

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The table below shows the estimated value to lien analysis in Improvement Area #1 and Improvement Area #2. ***[Developer to provide information]/[Why are the estimated buildout values different than the expected home prices?]***

Estimated Value to Lien Ratios[1]

Improvement Area	Lot Size	Number of Lots[2]	Estimated Finished Lots Values[3]	Estimated Buildout Value per Lot[3]	Total Estimated Buildout Value	Estimated Maximum Assessment Per Lot[4]	Ratio of Estimated Value of Finished Lot to Assessment	Ratio of Estimated Buildout Value to Assessment
1	50'	333	$[____]	$280,000	$ 93,240,000	$10,684.68	[___] : 1	26.21 : 1
2	50'	320	[____]	280,000	89,600,000	10,684.68	[___] : 1	26.21 : 1
Total		**653**			**$182,840,000**			

(1) Preliminary; subject to change. Derived from information in the Service and Assessment Plan.
(2) Based on the current concept plan for the District.
(3) Provided by the Developer.
(4) Pursuant to the Service and Assessment Plan, the Assessment per Lot Type may not exceed the Maximum Assessment (as defined herein). See "— Assessment Amounts – Method of Apportionment of Assessments" and "APPENDIX C — Form of Service and Assessment Plan."

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as regular ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipal ad valorem taxes. See "BONDHOLDERS' RISKS — Assessment Limitations" herein.

In the Indenture, the City will covenant to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, 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 a calculation of the Annual Installment for each Parcel. Annual Installments for Annual Collection Costs shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

In the Indenture, the City will covenant, agree and warrant that, for so long as any Bonds are Outstanding, that it will take and pursue all actions permissible 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 the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

To the extent permitted by law, notice of the Annual Installments will 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.

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 Assessment or the corresponding Assessed Property.

The City expects to implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the Disclosure Agreement of Issuer set forth in APPENDIX E-1 and to

comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than with funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due when billed each year and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

Date Payment Received	Cumulative Penalty	Cumulative Interest	Total
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest accrues at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Assessment Amounts. The amounts of the Assessments have been established by the methodology described in the Service and Assessment Plan. The Assessments have been levied against the Parcels comprising the Assessed Property as indicated on the respective Assessment Rolls. The Assessment Rolls sets forth for each year the Annual Installment for each Parcel within the Assessed Property consisting of (i) the annual portion allocable to principal and interest on the Assessment for each Parcel, (ii) the Additional Interest and (iii) the component of the Annual Installment allocable to Annual Collection Costs. The Annual Installments may not exceed the amounts shown on the Assessment Roll. See "APPENDIX C — Form of Service and Assessment Plan."

The Annual Installments shown on the Assessment Rolls will be adjusted to equal the actual costs of repaying the Bonds, the Additional Interest and actual Annual Collection Costs (as provided for in the definition of such term).

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that (i) the Improvement Area #1 Assessments shall be initially allocated 100% to the Improvement Area #1 Initial Parcel and (ii) the Improvement Area #2 Assessments shall be initially allocated 100% to the Improvement Area #2 Initial Parcel. Upon the division of any Assessed Property without the recording of a subdivision plat, the PID Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the newly divided Assessed Properties according to the following formula:

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

Where the terms have the following meaning:

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

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

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

Where the terms have the following meanings:

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

The Assessment for any resulting Lot may not exceed the Maximum Assessment for such Lot. The term "Maximum Assessment" means, for each Lot, an amount equal to the lesser of (i) the amount calculated pursuant to Section VI.A of the Service and Assessment Plan and (ii) the amount shown in Exhibit G to the Service and Assessment Plan (and as set forth in the table below). See "APPENDIX C — Form of Service and Assessment Plan."

Estimated Allocation of Assessments[(1)]

Improvement Area	Lot Size	Number of Lots[(2)]	Estimated Buildout Value per Lot	Estimated Maximum Assessment Per Lot[(3)]	Total Assessment	Estimated Average Annual Installment per Lot	Equivalent Tax Rate per $100 Assessed Value[(4)]
1	50'	333	$280,000	$10,684.68	$3,558,000	$713.15	$0.2547
2	50'	320	280,000	10,684.68	3,419,000	724.62	0.2588
Total/Avg.[(5)]		**653**			**$6,977,000**	**$718.77**	0.2567

(1) Preliminary; subject to change. Derived from information in the Service and Assessment Plan.
(2) Based on the current concept plan for the District.
(3) Pursuant to the Service and Assessment Plan, the total assessment per Lot may not exceed the Maximum Assessment. See "APPENDIX C — Form of Service and Assessment Plan."
(4) ***[PID Administrator to provide narrative as to why TRE is higher in IA #2]***
(5) Averages are weighted based on number of lots per lot size.

The Bonds are secured by a lien on and pledge of the Trust Estate consisting primarily of Pledged Revenues, including the Assessments. See "SECURITY FOR THE BONDS" and "APPENDIX C — Form of Service and Assessment Plan."

Prepayment of Assessments

Voluntary Prepayments. Pursuant to the PID Act and the Indenture, the owner of any Assessed Property may voluntarily prepay (a "Prepayment") all or part of any Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds, as described in the Indenture. 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 payment of regularly scheduled Assessments.

Mandatory Prepayment. If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessments under applicable law or any portion of Assessed Property becomes Non-Benefitted Property, the owner transferring the Assessed Property or causing the portion to become Non-Benefitted Property shall pay to the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Assessed Property, prior to the transfer; 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 a HOA 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.

Prior to the City approving a final subdivision plat, the PID Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the PID Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat.

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 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.

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 the Outstanding Bonds.

Reduction of Assessments. If, as a result of cost savings or the failure to construct all or a portion of a Public Improvement, the Actual Costs of completed Public Improvement are less than the Assessments, the Trustee shall apply amounts on deposit in the Project Fund that are not expected to be used for purposes of the Project Fund to redeem outstanding Bonds. Excess Bond proceeds shall be applied to redeem outstanding Bonds.

Priority of Lien

The Assessments or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and

charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Assessment is paid and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any Assessed Property may pay the entire Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Assessments on homestead property (unless the lien associated with the Assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in State district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Assessment on the corresponding Assessed Property.

In the Indenture, the City will covenant to take and pursue all actions permissible 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 of the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See "APPENDIX B — Form of Indenture." See also "APPENDIX E-1 — Form of Disclosure Agreement of Issuer" for a description of the expected timing of certain events with respect to collection of the delinquent Assessments.

The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If Pledged Revenues are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See "APPENDIX B — Form of Indenture" and "APPENDIX C — Form of Service and Assessment Plan."

THE CITY

Background

The City is located within Johnson and Ellis Counties, approximately 30 miles from the City of Dallas. Access to the City is provided by U.S. 67. The City covers approximately 3.5 square miles. The City's 2010 census population was 2,960. The City's 2021 population estimate was 4,368.

City Government

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State as a Type A general law municipality with a City council composed by the Mayor and five Councilmembers. The City operates under a Council/Manager form of government with a City Council comprised of the Mayor and five Councilmembers elected for staggered two-year terms. The City Administrator is the Chief Administrative Officer for the City. Some of the services that the City provides are: public safety, streets, water and sanitary sewer utilities, planning and zoning, and general administrative services.

The current members of the City Council and their respective expiration of terms of office and the principal administrators of the City are shown on page i hereof. General information regarding the City and the surrounding area can be found in "APPENDIX A — General Information Regarding the City and Surrounding Area."

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District includes approximately 192.4 acres and lies entirely within the corporate limits of the City and is located within Johnson and Ellis County. Only a portion of Improvement Area #1, consisting of open space, is located within Ellis County. The District was created by a resolution of the City adopted on November 9, 2020 in accordance with the PID Act (the "Creation Resolution") for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Public Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the District property. The District is not a separate political subdivision of the State and is administered by the City Council. A map of the property within the District is included on page iv hereof.

Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City's extraterritorial jurisdiction. The PID Act provides that the City may levy and collect Assessments on property in the District, or portions thereof, payable in full or in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Public Improvements. See "THE AUTHORIZED IMPROVEMENTS." Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain roadway, sanitary sewer and drainage improvements within the District comprising the Public Improvements and to finance the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through the Pledged Revenues. See "ASSESSMENT PROCEDURES" and "APPENDIX C — Form of Service and Assessment Plan."

THE AUTHORIZED IMPROVEMENTS

General

The "Authorized Improvements" consist of the (i) Public Improvements, (ii) District Formation Costs, and (iii) Bond Issuance, as described below. A portion of the costs of the Authorized Improvements will be funded with proceeds of the Bonds. The balance of the costs of the Authorized Improvements will be paid by the Developer under the terms of the Reimbursement Agreement and the Service and Assessment Plan. See "APPENDIX C — Form of Service and Assessment Plan."

Authorized Improvements

Public Improvements. The Public Improvements consist of the following Improvement Area #1 Improvements and Improvement Area #2 Improvements: ***[To be updated based on revised SAP]***

Improvement Area #1 Improvements.

Street. 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 streetlights. 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 include 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 Improvement Area #1 Improvements including land planning and design, City fees and performance bonds, jurisdictional permitting, engineering, soil testing, surveying, mobilization, construction management, and testing.

Improvement Area #2 Improvements.

Street. 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 streetlights. 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 include 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 Improvement Area #2 Improvements including land planning and design, City fees and performance bonds, jurisdictional permitting, engineering, soil testing, surveying, mobilization, construction management, and testing.

District Formation Costs. "District Formation Costs" include the costs associated with forming the District, including but not limited to first year Annual Collection Costs and any other cost or expense directly associated with the establishment of the District.

Bond Issuance Costs. "Bond Issuance Costs" include (i) the initial deposit to the Reserve Account, (ii) any capitalized interest on the Bonds, (iii) the Underwriter's discount and (iv) costs related to issuing the Bonds (collectively, the "Bond Issuance Costs").

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Costs of Authorized Improvements

The following table reflects the expected total costs of the Authorized Improvements. A portion of the costs of the Authorized Improvements are expected to be financed with proceeds of the Bonds.

Expected Costs of Authorized Improvements[(1)]

Authorized Improvements	Total Expected Costs of Authorized Improvements
Public Improvements	
Improvement Area #1 Improvements	
Street	$
Sanitary Sewer	
Storm Drainage	
Soft Costs	
Subtotal	*$*
Improvement Area #2 Improvements	
Street	$
Sanitary Sewer	
Storm Drainage	
Soft Costs	
Subtotal	*$*
District Formation Expenses	
Deposit to Administration Fund	
Bond Issuance Costs	
Debt Service Reserve	$
Capitalized Interest	
Costs of Issuance	
Underwriter's Discount[(2)]	
Subtotal	*$*
Total[(3)]	**$**

(1) Derived from information in the Service and Assessment Plan. Preliminary; subject to change.
(2) Includes Underwriter's counsel fee.
(3) Totals may not add due to rounding.

The total costs of all of the Authorized Improvements are expected to be approximately $[_____]*. Only a portion of such costs, in the approximate amount of $[PRINCIPAL]*, are expected to be paid with proceeds of the Bonds. The balance of such costs, in the total approximate amount of $[_____]*, will be financed by the Developer and will not be reimbursed by the City.

Ownership and Maintenance of Public Improvements

The Public Improvements will be dedicated to and accepted by the City and will constitute a portion of the City's infrastructure improvements. The City will provide for the ongoing maintenance and repair of the Public Improvements constructed and conveyed, as outlined in the Service and Assessment Plan.

THE DEVELOPMENT

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

* *Preliminary; subject to change.*

Overview

The Development is an approximately 371-acre project, of which approximately 192.4 acres comprises the District. The Development is situated between Hwy 67 and County Road 502 and County Road 620 and VV Jones Road. The District is located in the northern most part of the Development off of County Road 502. The City, located in the southwest region of the Dallas-Fort Worth-Arlington, Texas Metropolitan Statistical Area (the "DFW MSA"), is poised for growth as the overall DFW MSA continues its growth trajectory.

Development Plan and Status of Development

General. The Developer owns all of the land within the District. The Developer has previously developed all of the land within phases 1-7 of the Development (which are not located within the District) and is currently developing the eighth and ninth phases of the Development, which comprise Improvement Area #1 and Improvement Area #2. The Developer finished construction of the Improvement Area #1 Improvements in [October] of 2021. The Developer began construction of the Improvement Area #2 Improvements in July of 2021 and expects to complete such construction by October of 2022.

The Developer is also responsible for constructing the Additional Improvements within the District, consisting of onsite earthwork and water improvements. The water Additional Improvements will be owned and operated by Mountain Peak Special Utility District ("Mountain Peak SUD"). The Developer finished construction of the Additional Improvements to serve Improvement Area #1 in [October] of 2021. [The Developer began construction of the Additional Improvements to serve Improvement Area #2 in July of 2021 and expects to complete such construction by October of 2022.] ***[Developer to confirm]***

Pursuant to the Development Agreement and the Development and Escrow Agreement between the Developer, Heritage Hills Development, LLC and the City executed September 2020, the Developer agreed to participate in the financing and construction of upgrades to the existing Patriot Estates Lift Station and an offsite force main that ties into the existing Trinity River Authority Lift Station (collectively, the "Lift Station and Force Main"). The Lift Station and Force Main improvements are categorized as Authorized Improvements in the Service and Assessment Plan; however, for purposes of this Limited Offering Memorandum, the Lift Station and Force Main is not considered an Authorized Improvement, as the proceeds of the Bonds will not be used to finance the Lift Station and Force Main. The Developer financed its portion of the Lift Station and Force Main with cash and will not be reimbursed by the City for such costs. In consideration for the construction of the Lift Station and Force Main, the City agreed to reserve sufficient capacity to provide wastewater service to the District and to the development being developed by Heritage Hills Development, LLC. The Developer completed the Lift Station and Force Main, and such improvements are in the final inspection stage with the City.

The Developer is also currently constructing the Public Amenities, as described herein under "— Amenities."

Single Family Lot and Home Development. The District is expected to include 653 50' single family residential lots, consisting of 333 in Improvement Area #1 and 320 in Improvement Area #2. The remaining phases of the Development (which are not included within the District) include 953 single family residential lots, all of which are occupied by homeowners. The following table shows the expected number and type of lots within each phase of the Development.

Expected Single-Family Lots within the Development

Lot Size	Phases 1-7[(1)]	Phase 8[(2)]	Phase 9[(2)]	Total number of Lots
50'	953	333	320	1,606

(1) Phases 1-7 are not within the District

(2) Phase 8 consists of Improvement Area #1. Phase 9 consists of Improvement Area #2.

The Developer is and expects to be the only homebuilder in the District. The Developer expects to begin construction of homes in Improvement Area #1 by [_____] of 2021 with the first home sales in Improvement Area #1 expected for January of 2022, as noted below. The Developer's current expectations regarding buildout of the single family lots within the District and expected home prices are shown in the following table.

Actual/Expected Buildout of Single Family Lots within the District[1]

Improvement Area	Lot Size	Number of Lots	Actual/Expected Infrastructure Completion Date	Actual/Expected Initial Sale Date of Single-Family Lots to Homeowners	Expected Home Price[3]
1[2]	50'	333	October 2021	January 2022	$257,000
2[2]	50'	320	October 2022	May 2023	$257,000
Total		**653**			

[1] These projections regarding final buildout and final sale dates were provided by the Developer.
[2] Improvement Area #1 consists of phase 8 of the Development. Improvement Area #2 consists of phase 9 of the Development.
[3] Expected home prices were provided by the Developer. ***[Why do expected home price differ from estimated buildout value in the SAP?]***

The anticipated schedule for sale of single-family homes to homeowners within Improvement Area #1 and Improvement Area #2 is shown in the following table.

Expected Sale of Single Family Lots to Homeowners in the District[1]

Expected Sale Date	Improvement Area #1	Improvement Area #2	Total Lots
2022	175	-	175
2023	158	17	175
2024	-	175	175
2025	-	128	128
Total	**333**	**320**	**653**

[1] These projections regarding expected absorption were provided by the Developer.

Development Agreement

The City and the Developer entered into the Development Agreement, effective as of November 9, 2020 (the "Development Agreement"), pursuant to which the Developer agreed to construct certain public improvements within the District, including the Public Improvements, and the City agreed to reimburse the Developer for a portion of the costs of such improvements. Pursuant to the Development Agreement, the City may issue bonds to fund such improvements in a maximum principal amount totaling $6,977,464 or a lesser amount equal to approximately one-third of the projected buildout value of the District. Such bonds shall have a 30-year maturity.

The Development Agreement provides that (i) the Developer shall be responsible for any costs of the Public Improvements that exceed the total amount of monies initially deposited in the Project Fund and (ii) the City will ask the Developer to provide a completion guaranty in the form of a letter of credit or cash in the amount equal to the difference between the estimated costs of the Public Improvements and the Project Fund deposit. In lieu of requiring the Developer to provide a letter of credit or cash, the City has agreed to allow the Developer to enter into the Completion Agreement, whereby the Developer shall provide evidence that sufficient funds are available to the Developer to fund the Funding Shortfall and complete the Public Improvements. See "THE DEVELOPER — History and Financing of the District."

In the Development Agreement, the Developer agreed to construct (i) walking trail improvements within or for the benefit of the District, (ii) the Lift Station and Force Main and (iii) the Public Park. The Developer also agreed to pay to the City, simultaneously with the closing of the Bonds, $2,500 per lot. The City agreed to provide retail sewer service to the District on the same terms as it provides sewer service to other property within the City's corporate limits. See "THE DEVELOPMENT — Development Plan and Status of Development," "— Amenities" and "— Utilities.

Photographs of the Development

The following photographs show construction of the streets, drainage and earthwork improvements within the District, respectively. ***[Developer to provide pictures of Phases 1-7]***











The following photograph shows the construction of the Lift Station.



The following photographs show (i) a rendering of the Public Park, as shown in the Development Agreement and (ii) actual construction of the Public Park.





Amenities

Pursuant to the Development Agreement, the Developer agreed to construct (i) a splash pad, parking lot and related site lighting, as depicted on the rendering shown above (the "Public Park") and (ii) walking trails within or for the benefit of the District (together with the Public Park, the "Public Amenities"). See "APPENDIX G — Development Agreement." The Public Park is currently under construction within Improvement Area #1 and the Developer expects to complete such construction by [October 2021]. The total estimated costs of the Public Park are $685,000. The walking trails are currently under construction within Improvement Area #1 and the Developer expects to complete such construction by [_____]. The Developer expects to complete the walking trails in Improvement Area #2 in late 2022. The Developer is financing the costs of the Public Amenities with cash and will not be reimbursed by the City. The Public Amenities will be owned, operated and maintained by the HOA. Phase 7 of the Development (which is not located within the District) also includes a pool with bathrooms and a small playground, which is also owned, operated and maintained by the HOA. All residents within the Development will have access to all amenities within the Development, including the District. ***[Developer to provide/confirm]***

Zoning/Permitting

As set forth in the Development Agreement, the development of property within the District is governed by all applicable City regulations, as such regulations are modified by additional requirements, including the Concept Plan and the City's Comprehensive Zoning Ordinance. See "APPENDIX G — Development Agreement."

Education

The Development is served by Venus ISD. Venus ISD operates one primary school, one elementary school, one middle school and one high school. Venus Elementary School, Venus Middle School and Venus High School, each of which are approximately two miles from the District, are expected to serve residents in the District.

GreatSchools.org rated all of Venus Elementary School, Venus Middle School and Venus High School "below average." According to the Texas Education Agency 2018-2019 annual report cards, both Venus High School and Venus ISD were rated as "B," Venus Middle School was rated as "C" and Venus Elementary School

was rated as "D." (The categories for public school districts and public schools are A, B, C, D or F.) The Texas Education Agency labeled all district and campuses "Not Rated: Declared State of Disaster" for 2019-2020.

Environmental

Site Evaluation. A Phase I Environmental Site Assessment (the "Phase I ESA") of the Development was completed in March 2014. The Phase I ESA indicates that there are multiple pipelines located along County Road 502, County Road 620 and traversing the east portion of the Development. The Texas Railroad Commission Pipeline Attributes indicated the following pipelines are located within the easement: (i) three natural gas pipelines operated by Energy Transfer Company, (ii) a natural gas pipeline operated by EGO Resources, Inc., which is located within the District, and (iii) a natural gas pipeline operated by Atmos Pipeline – Texas. The Phase I ESA found no recognized environmental conditions with respect to the pipelines. See "— Existing Mineral Rights" and "BONDHOLDERS' RISKS — Exercise of Mineral Rights."

The Phase I ESA also indicates that there were (i) six gas wells and a plugged gas well located within the Development and (ii) numerous aboveground storage tanks associated with gas well exploration in the area of the gas wells. Currently, there are five active gas wells located within the District. The Phase I ESA found that the gas wells did not present a threat to human health or the environment, the Development has not been impacted from the gas wells and that no recognized environmental condition with respect to such gas wells exist. See "— Existing Mineral Rights" and "BONDHOLDERS' RISKS — Exercise of Mineral Rights."

The Mineral Owner (as defined herein) and the Developer are required to follow certain regulations regarding oil and gas well development and setback requirements, including Article IV of the City's Code of Ordinances, which imposes certain requirements related to natural gas and petroleum subsurface drilling, including, among other things, requirements to apply for a subsurface drilling permit and pay an application fee prior to the commencement of any such drilling. Such ordinance could, therefore, make development of mineral rights within the District more difficult. See "— Existing Mineral Rights" below.

Endangered Species. According to the website for the United States Fish and Wildlife Service, the whooping crane and the golden-cheeked warbler are endangered species in Johnson County. The Developer is not aware of any endangered or threatened species located on District property. ***[Developer to confirm]***

Existing Mineral Rights

There are certain mineral rights reservations of prior owners of real property within the District (the "Mineral Owner") pursuant to one or more deeds in the chain of title for the property in the District. Pursuant to a surface use agreement between the Mineral Owner and EOG Resources, Inc. ("EOG") (the "Surface Use Agreement"), EOG may conduct oil and gas operations on three drill sites (the "Drillsites") within the Development, two of which are located within the District. The Surface Use Agreement also grants EOG a pipeline easement to among other things, construct, inspect and maintain one or more gas and produced water pipelines and to transport gas and produced water from the Drillsites. Under the Surface Use Agreement and the leases between (i) EOG and Eagle Ford partners, L.P., and (ii) EOG and The 720 Joint Venture (collectively, the "Leases"), (i) the easements shall terminate if EOG ceases to use such easements for a period in excess of 12 months following construction of installation, and (ii) the rights of EOG to conduct operations upon the Drillsites shall terminate as to any Drillsite upon which EOG has not drilled a well [at the time the continuous drilling periods set forth in paragraph 15 and paragraph N in Exhibit A of the applicable Lease have expired]; provided that EOG's right to use any of the Drillsites upon which are located only wells containing wellbores drilled under the Leases are located shall terminate upon the expiration of the Leases. Upon abandonment or termination of any easement, EOG shall have 120 days to remove any equipment from the terminated easement. [***to be updated based on lease terms and on whether drilling is ongoing. Note: gas line easements are still being utilized.]***

[While there is currently no drilling or exploration of minerals, the Developer cannot predict whether the Mineral Owner will take new action in the future to explore or develop the above-described mineral rights.] Certain rules and regulations of the Texas Railroad Commission may restrict the ability of the Mineral Owners to explore or develop the property due to well density, acreage, or location issues. Additionally, any drilling within the City limits, including redrilling, deepening or converting an existing well, must comply with Article IV of the City's Code of Ordinances, including the requirement to obtain a "specific use permit," and certain required setbacks from residences, schools, and other facilities.

Although the Developer does not expect the exercise of such rights or any other mineral rights or related real property rights in or around the District, to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Assessments, the Developer makes no guarantee as to such expectation. See "BONDHOLDERS' RISKS — Exercise of Mineral Rights."

Utilities

Water and Wastewater. The City will provide wastewater service to the Development. The City has a contract with the Trinity River Authority ("TRA") through the Mountain Creek Regional Wastewater System to treat all sewage from the City. The sewer from the District will go through a lift station just South of the Development through a 12" force main to a TRA lift station to a treatment plant in Midlothian, Texas.

Mountain Peak SUD holds the certificate of convenience and necessity to provide water services to the District. Upon completion, the water Additional Improvements will be dedicated and owned and operated by Mountain Peak SUD.

The City and Mountain Peak SUD currently have sufficient capacity to provide wastewater and water service to the District, respectively.

Additional Utilities. The Developer anticipates additional utilities to be provided by: (1) Telecom – Nextlink; (2) Electric – Oncor; and (3) Gas - Centric.

THE DEVELOPER

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as internet, gas and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Description of the Developer

The Developer is a wholly-owned subsidiary of LGI Homes, Inc. LGI stock trades on the New York Stock Exchange under the symbol LGIH. LGI is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the SEC. Such reports, proxy statements, and other information filed by LGI can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC's internet website at http://www.sec.gov. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the New York Stock Exchange, Inc., 11 Wall Street, New York, New York 10005. All documents subsequently filed by LGI pursuant to the requirements of the Securities and Exchange Commission Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

In addition, LGI makes available on its web site http://www.lgihomes.com its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have electronically filed with the SEC as well as other financial institutions. **Unless otherwise specified, information contained on LGI's website, available by hyperlink from LGI's website or on the SEC's website, is not incorporated into this Limited Offering Memorandum.**

LGI is the 10th largest homebuilder in the United States and has been developing land for residential use since 2003. The Developer was created by LGI for the purpose of acquiring, owning, holding, managing, operating, investing, reinvesting, accumulating, improving, and developing residential housing upon property located in the State, including developing, managing and ultimately conveying property to third parties. The Developer currently owns and is developing multiple projects in Texas.

A snapshot of some of the communities LGI has developed is presented below.

Name of Community	City	Number of Lots	Status of Development
Seagoville Farms	Seagoville	371	Complete
Northpointe Crossing	Anna	469	Complete
Shadowbend Ph 1	Anna	220	Complete
Shadowbend Ph 2	Anna	231	Under construction
Princeton Crossroads	Princeton	371	Complete
The Bridges	Crowley	641	Complete
Lasater Ranch	Crowley	145	Complete
Stonecreek Ranch	Ft. Worth	212	Complete
Beaver Creek	Denton	337	Complete
Big Sky Estates PH 1	Ponder	289	Complete
Oakridge	Ft. Worth	331	Complete

Senior Management Biography of LGI

Eric Lipar - Chief Executive Officer & Chairman of the Board, LGI Homes. Mr. Lipar is the Chief Executive Officer of LGI and serves as Chairman of the Board of Directors. He has served as the Chief Executive Officer since 2009, as a director since June 2013 and as Chairman of the Board since July 2013. Previously, Mr. Lipar served as the President of LGI from 2003 until 2009. Mr. Lipar has been in the residential land development business since the mid-1990s and is one of the founders of LGI. He has overseen land acquisitions, development and the sale of over 46,000 homes since the inception of LGI. Mr. Lipar currently serves on the Residential Neighborhood Development Council for the Urban Land Institute and is a member of the Policy Advisory Board for the Harvard Joint Center for Housing Studies. Through his in-depth work experience, Mr. Lipar has obtained a broad background in all aspects of residential construction, development, financing, sales and marketing.

History and Financing of the District

The Developer purchased the property comprising the Development on August 13, 2014 for a purchase price of approximately $4,442,000. At the time of closing, the property was financed by Texas Capital Bank, N.A., which was refinanced into a loan with Wells Fargo on May 27, 2015. The lien was transferred to the Wells Fargo credit facility and released entirely when the compliance certificate for the year ended December 31, 2016 was delivered to Wells Fargo.

The total cost of the Public Improvements is forecasted to be approximately $[_____]*. The City will finance or pay the Developer for a portion of the actual costs, paid or incurred by or on behalf of the Developer, of the Public Improvements in the approximate amount of $[_____]* through the issuance of the Bonds. The balance of the costs of the Public Improvements will be or has been funded by a Developer without reimbursement by the City. As of October 1, 2021, the Developer has spent approximately $[_____] on constructing the Public Improvements. The Developer has financed and intends to continue to finance development of the District on a cash

* Preliminary; subject to change.

basis through corporate funding, and no third-party financing has been used to develop the property. ***[Developer to provide]***

As described above, at closing of the Bonds, a Funding Shortfall in the amount of $[_____]* will exist with respect to the Public Improvements. To provide additional assurance that the Developer will complete the Public Improvements, the Developer and the Trustee expect to enter into the Completion Agreement, under which the Developer agrees, no later than five business days prior to prior to closing of the Bonds, to provide Evidence of Available Funds to fund the Funding Shortfall and complete the Public Improvements. So long as the Developer, through LGI, maintains cash and equivalents, as disclosed in LGI's Form 8-K report as filed with the SEC, in an amount that equals or exceeds the Funding Shortfall, the Developer shall have satisfied the requirement to provide Evidence of Available Funds. If, at any time prior to completion of the Public Improvements, the Evidence of Available Funds is not sufficient to cure the Funding Shortfall, as determined by the Administrator in an Annual Service Plan Update, the Developer agrees to provide additional Evidence of Available Funds to the Trustee within 60 days of the City adopting the applicable Annual Service Plan Update.

There are currently no liens on the property within the District which were incurred by the Developer, and the Developer does not currently anticipate incurring any liens on the property within the District for as long as the Developer owns such property (with the exception of the Assessment Lien). The PID Act provides that the Assessment Lien is a first and prior lien against the assessed property within the District and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes.

THE PID ADMINISTRATOR

The following information has been provided by P3Works, LLC, as the PID Administrator. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information.

The City has selected P3Works, LLC as the initial PID Administrator. The City has entered into an agreement with the PID Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The PID Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The PID Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and has offices in Austin and North Richland Hills, Texas.

The PID Administrator's duties will include:

- Preparation of the annual update to the Service and Assessment Plan;
- Preparation of assessment rolls for county billing and collection;
- Establishing and maintaining a database of all County Parcel IDs within the District;
- Trust account analysis and reconciliation;
- Property owner inquires;
- Determination of prepayment amounts;
- Preparation and review of disclosure notices with dissemination agent; and
- Review of developer draw requests for reimbursement of authorized improvement costs.

BONDHOLDERS' RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within the District to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within the District, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the property within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such property.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the District should proceed more slowly than expected and the Developer is unable to pay the Assessments, only the value of the Assessed Property, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within the District. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Infectious Disease Outbreak

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the United States and Texas. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States. On March 13, 2020, the President of the United States declared the Pandemic a national emergency and the Governor of Texas (the "Governor") declared a state of disaster for all counties in the State in response to the Pandemic. Under State law, the proclamation of a state of disaster by the Governor may not continue for more than 30 days unless renewed. The Governor has renewed his declaration monthly, most recently on [_____], 2021. On March 25, 2020, in response to a request from the Governor, the President issued a Major Disaster Declaration for the State. Subsequently, the President's Coronavirus Guidelines for America and the United States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

Pursuant to Chapter 418 of the Texas Government Code, the Governor has broad authority to respond to disasters, including suspending any regulatory statute prescribing the procedures for conducting state business or

any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with the disaster, and issuing executive orders that have the force and effect of law. The Governor has since issued a number of executive orders relating to COVID-19 preparedness, mitigation and phased reopening of the State. On March 2, 2021, the Governor issued Executive Order GA-34, which, among other things, removed any COVID-19-related operating limits for any business or other establishment and ended the State-wide mask mandate. Most recently, on July 29, 2021, the Governor issued Executive Order GA-38, which, among other things, maintains that there are no COVID-19 related operating limits for any business or establishment and that no person may be required by any jurisdiction to wear or mandate the wearing of a face covering. The Governor's order also maintains, in providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols. Executive Order GA-38 remains in place until amended, rescinded, or superseded by the Governor. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at https://gov.texas.gov/.

Most of the federal and state actions and policies under the aforementioned disaster declarations are focused on limiting instances where the public can congregate or interact with each other, which affects the operation of businesses and directly impacts the economy. Since the disaster declarations were made, the Pandemic has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. Stock values and crude oil prices, in the United States and globally, have seen significant declines attributed to COVID-19 concerns. The State may be particularly at risk from any global slowdown, given the prevalence of international trade in the State and the risk of contraction in the oil and gas industry and spillover effects into other industries.

Such adverse economic conditions, if they continue, may reduce or negatively affect economic conditions in the City and lead to unemployment for property owners within the District or may otherwise have a negative impact on the sale of parcels, lots or homes within the District. The Bonds are secured primarily by Assessments levied on benefitted property within the District.

The City continues to monitor the spread of COVID-19 and is working with local, State, and national agencies to address the potential impact of the Pandemic upon the City. While the potential impact of the Pandemic on the City cannot be quantified at this time, the continued outbreak of COVID-19 could have an adverse effect on the City's operations and financial condition. None of the City, the Financial Advisor, the Underwriter or the Developer can predict the impact the Pandemic may have on the City, the financial and operating condition of the Developer, the projected buildout schedule, home prices and buildout values or an investment in the Bonds.

Assessment Limitations

Annual Installments of Assessments are billed to property owners of Assessed Property. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as ad valorem taxes as set forth under "ASSESSMENT PROCEDURES" herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year and the Annual Collection Costs for such year. See "ASSESSMENT PROCEDURES" herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in the District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See "BONDHOLDERS' RISKS — Bondholders' Remedies and Bankruptcy" herein.

Upon an ad valorem tax lien foreclosure event of a property within the District, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent

ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, Section 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code Section 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. **However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the respective Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property.** It is unclear under State law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under State law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights had been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer represents that it owns all property within the District as of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN THE DISTRICT.

Potential Future Changes in State Law Regarding Public Improvement Districts

The 87th Legislative Session of the State convened on January 12, 2021. During prior sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments including adopting requirements relating to levels of build out or adding state level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. The 87th Legislative Session of the State ended on May 31, 2021, without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. The Governor called a special legislative session, which convened on July 8, 2021 and concluded on August 6, 2021 without any legislation being introduced or passed related to the oversight of bonds secured by assessments. The Governor called a second special legislative session, which convened on August 7, 2021 and concluded on September 2, 2021 without any legislation being introduced or passed related to the oversight of bonds secured by assessments. The Governor called a third special legislative session, which convened on September 20, 2021. The special session agenda does not currently include any legislation related to the oversight of bonds secured by assessments. It is impossible to predict what bills may be introduced if the agenda of the special session is expanded or during upcoming legislative sessions and, if passed, the impact that any future legislation will or may have on the security for the Bonds.

The 87th Legislature passed HB 1543, which became effective September 1, 2021 and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the

purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the purchaser is entitled to terminate the contract. If the Developer or homebuilders within the District do not provide the required notice and prospective purchasers of property within the District terminate a purchase and sale contract, the anticipated absorption schedule may be affected. No assurances can be given that projected absorption schedule presented in this Limited Offering Memorandum will be realized.

General Risks of Real Estate Investment and Development

The Developer has the right to modify or change its plan for development of the District, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed. No defined "true-up" agreement has been entered into between the City and Developer, nor is there a requirement that future developers or Developers enter into such an agreement. There can be no assurance, in the event the Developer or a subsequent developer modifies or changes its plan for development that the necessary revisions to the Service and Assessment Plan will be made. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

The ability of the Developer and homebuilders, if any, to develop lots and sell single-family residential homes within the District may be affected by unforeseen changes in the general economic conditions, fluctuations in the real estate market and other factors beyond the control of the owner of the single-family residential lots, as applicable. In the event that a large number of single-family projects are constructed outside of the District, and compete with the Development, the demand for residential housing within the District could be reduced, thereby adversely affecting the continued development of the Development, or its attraction to businesses and residents.

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

The Development cannot be completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each phase of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. The timely payment of the Bonds depends on the willingness and ability of the Developer and any subsequent owners to pay the Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Assessments and could greatly reduce the value of the property within the District in the event such property has to be foreclosed. If Annual Installments of Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

Risks Related to the Current Residential Real Estate Market

In the past, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market more difficult. Downturns in the real estate market and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of parcel, lot and home sales within the District. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Risks Related to Current Increase in Costs of Building Materials

As a result of the Pandemic, low supply and demand and the ongoing trade war, there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns. The Developer is responsible for the construction of the Public Improvements. The Developer expects to finance a portion of the costs of the Public Improvements from proceeds of the Bonds. If the Actual Costs of the Public Improvements are substantially greater than the estimated costs or if the Developer is unable to access building materials in a timely manner, it may affect the ability of the Developer to complete the Public Improvements or pay the Assessments when due. If the costs of material continue to increase, it may also affect the ability of the Developer to construct homes within the District. There is no way to predict whether such cost increases or low supply of building materials will continue or if such continuance will affect the development of the District.

Competition

The housing industry in the Dallas-Fort Worth MSA is very competitive, and none of the Developer, the City, the City's Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will ever be completed. The competitive position of the Developer in the sale of developed lots or of any other homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District. Competitive projects in the area include but are not limited to:[(1)] ***[Developer to complete missing information in table.]***

Project Name	Number of Units	Proximity	Developer	Date Started	Expected Completion Date	Prices
Starlight Meadows	420	[ ]	Bloomfield	TBD	2025	TBD
Griffin 1 & 2	960	4 miles	JMJ	TBD	TBD	TBD
Prairie Ridge	3,000 +	7 miles	Provident Realty	June 2020	2035	$315,000-$450,000

(1) Provided by the Developer.

There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development.

Loss of Tax Exemption

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS" herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions

and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Bankruptcy

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within the District to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Assessments. See "OVERLAPPING TAXES AND DEBT."

Depletion of Reserve Account of the Reserve Fund

Failure of the owners of property within the District to pay the Assessments when due could result in the rapid, total depletion of the Reserve Account of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Account of the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund, the amount in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under "SECURITY FOR THE BONDS — Reserve Fund – Reserve Account" herein.

Hazardous Substances

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or "Superfund Act," is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not take into account the possible liability of the owner for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist, and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See "THE DEVELOPMENT — Environmental" for discussion of previous Phase I ESA performed on property within the District.

Regulation

Development within the District may become subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

Availability of Utilities

The progress of development within the District is also dependent upon the Mountain Peak Special Utility District and the City providing an adequate supply of water and wastewater services to the District, respectively. If Mountain Peak Special Utility District or the City fails to supply water and wastewater services, as applicable, to the property within the District, the development of the land in the District could be adversely affected. See "THE DEVELOPMENT — Utilities."

100-Year Flood Plain

Approximately [____] acres within Improvement Area #1 are located within an official FEMA 100-year flood plain, as shown on the current Federal Emergency Management Agency's Flood Insurance Rate Map Community Panel No. [_____], dated [_____] (the "Floodplain"). Three residential lots are located within the Floodplain. The Developer filed for a letter of map revision ("LOMR") from FEMA to remove the portion of the land containing such lots from the Floodplain. A CLOMR was approved in October of 2020 and the LOMR is expected by May of 2022. ***[Developer to provide]***

FEMA will from time to time revise its Flood Insurance Rate Maps. None of the City, the Underwriter, or the Developer make any representation as to whether FEMA may revise its Flood Insurance Rate Maps, whether such revisions may result in homes that are currently outside of the 100-year flood plain from being included in the 100-year flood plain in the future, or whether extreme flooding events may exceed the Floodplain.

Risk from Weather Events

All of the State, including the City, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, flooding, heavy rains and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the City, including land within the District.

Oil and Gas Exploration

Parts of Central Texas, including the City and its surrounding area, have had minor magnitude earthquakes in the past, presumed to be linked to a range of oil and gas industry practices, including shale gas production and large-scale disposal of wastewater that can result in changes in subsurface stress and reactivation of preexisting faults. Additionally, portions of Johnson and Ellis Counties sits on the Balcones Fault Zone. It is impossible to predict whether additional earthquakes will occur in the future and the impact they may have on the City, including land within the District.

Exercise of Mineral Rights

As described herein under "THE DEVELOPMENT – Existing Mineral Rights," there are certain mineral rights reservations located within the District and not owned by the Developer. There are five active gas wells within the District. ***[To be updated upon receipt of additional information]*** While the exact impacts of gas production are not certain, such impacts may include subsidence of property, among other things. Subsidence may

impair development in certain areas and expose such areas to flooding and severe property damage in the event of storms. It is impossible to predict the future impact of such gas production in the District.

There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of Johnson County.

The Developer does not expect the existence or exercise of any mineral rights or related real property rights in or around the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within the District to pay Assessments. However, none of the City, the Financial Advisor or the Underwriter, provide any assurances as to such Developer expectations.

Bondholders' Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of at least fifty-one percent (51%) of the owners of the Bonds then Outstanding, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City's obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See "BONDHOLDERS' RISKS — Bankruptcy Limitation to Bondholders' Rights" herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) ("Tooke") that a waiver of sovereign immunity must be provided for by statute in "clear and unambiguous" language. In so ruling, the Court declared that statutory language such as "sue and be sued", in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In Tooke, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the "Local Government Immunity Waiver Act"), which, according to the Court, waives "immunity from suit for contract claims against most local governmental entities in certain circumstances." The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) ("Wasson"), the Texas Supreme Court (the "Court") addressed whether the distinction between governmental and proprietary acts (as found in tort-based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that "a city's proprietary functions are not done pursuant to the 'will of the people'" and protecting such municipalities "via the [S]tate's immunity is not an efficient way to ensure efficient allocation of [S]tate resources." While the Court recognized that the distinction between governmental and proprietary functions is not clear, the Wasson opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed Wasson for a second time and issued an opinion on October 5, 2018 clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to

municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory and common law guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the state's immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgement, is justiciable against a municipality.

The City is not aware of any State court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in Tooke, and it is unclear whether Tooke will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by State courts. In general, State courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. State courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See "OVERLAPPING TAXES AND DEBT." Collection of delinquent taxes, assessments and Assessments may be adversely affected by the effects of market conditions on the foreclosure sale price, and by other factors, including taxpayers' right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Acceleration

The Indenture does not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of the District subject to the Assessments, existing real estate and financial market conditions and other factors.

No Credit Rating

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

Bankruptcy Limitation to Bondholders' Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under State law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to affect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under State law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt.

Management and Ownership

The management and ownership of the Developer and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

Dependence upon Developer

The Developer currently has the obligation for payment of all of the Assessments. The ability of the Developer to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Assessments if necessary, or as to whether the Developer will advance such funds.

Moreover, the City will pay the Developer, or the Developer's designee, from proceeds of the Bonds for project costs actually incurred in developing and constructing Public Improvements. See "THE AUTHORIZED IMPROVEMENTS." There can be no assurances given as to the financial ability of the Developer to complete the Public Improvements or any other improvements.

TAX MATTERS

Opinion

On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Dallas, Texas, Bond Counsel to the City, will render its opinion that, in accordance with statutes, regulations, published rulings and court

decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel to the City will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See "APPENDIX D — Form of Opinion of Bond Counsel."

In rendering its opinion, Bond Counsel to the City will rely upon (a) certain information and representations of the City, including information and representations contained in the City's federal tax certificate, and (b) covenants of the City contained in the Bond documents relating to certain matters, including arbitrage and the use of the proceeds of the Bonds and the property financed or refinanced therewith. Failure by the City to observe the aforementioned representations or covenants could cause the interest on the Bonds to become taxable retroactively to the date of issuance.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel to the City is conditioned on compliance by the City with such requirements, and Bond Counsel to the City has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the City with respect to the Bonds or the property financed or refinanced with proceeds of the Bonds. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the City as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under existing law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under existing law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on existing statutes, regulations, published rulings and court decisions, all of which are subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Information Reporting and Backup Withholding

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General of the State to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

McCall, Parkhurst & Horton L.L.P. serves as Bond Counsel to the City. Orrick, Herrington & Sutcliffe LLP serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of the State, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special, limited obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special, limited obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the Trust Estate. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX D — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds herein under the captions or 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), "LEGAL MATTERS — 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 — Form of

Indenture" and such firm is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions fairly and accurately describes 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.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Trust Estate, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation — The Developer

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer or any of its affiliates wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its managing member, or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Service and Assessment Plan, the Development Agreement or the Reimbursement Agreement, or otherwise described in this Limited Offering Memorandum or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a "Material Adverse Effect").

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See "BONDHOLDERS' RISKS." The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See "BONDHOLDERS' RISKS — Bondholders' Remedies and Bankruptcy." Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by governmental immunity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery, and by general principles of equity that permit the exercise of judicial discretion.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the SEC (the "Rule"), the City, the PID Administrator and Regions Bank, as dissemination agent (in such capacity, the "Dissemination Agent'), will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of Issuer"), for the benefit of the owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Issuer, certain financial information and operating data relating to the City (collectively, the "City Reports"). The specific nature of the information to be contained in the City Reports is set forth in "APPENDIX E-1 — Form of Disclosure Agreement of Issuer." Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Issuer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of Issuer. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Issuer or from any statement made pursuant to the Disclosure Agreement of Issuer.

The City's Compliance with Prior Undertakings

The City has complied in all material respects with its continuing disclosure agreements made by it in accordance with the Rule, except as set forth below. In connection with the Trinity River Authority Mountain Creek Regional Wastewater System Revenue Bonds, the City is required to provide certain updated financial information and operating data, including its audited financial statements, to the Municipal Securities Rulemaking Board through its Electronic Municipal Marketing system within 6 months after its fiscal year end. If audited financial statements are not available by the required time, the City agreed to provide unaudited financial statements within the required time and audited financial statements when and if available. For fiscal years ending 2016, 2017 and 2019 the City did not file unaudited or audited financial statements by the required time. Audited financial statements were filed for fiscal years ending 2016, 2017 and 2019 when available on September 28, 2017, July 12, 2018 and July 23, 2019, respectively. ***[Language to be added with respect to failure to file event related to financial obligation]***

The Developer

Pursuant to the Rule, the Developer, the PID Administrator and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of Developer"), for the benefit of the owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Developer, certain information regarding the Development and the Authorized Improvements (collectively, the "Developer Reports"). The specific nature of the information to be contained in the Developer Reports is set forth in "APPENDIX E-2 — Form of Disclosure Agreement of Developer." Under certain circumstances, the failure of the Developer or the PID Administrator to comply with its obligations under the Disclosure Agreement of Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Developer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the PID Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of Developer. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Developer. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Developer or from any statement made pursuant to the Disclosure Agreement of Developer.

The Developer's Compliance with Prior Undertakings

The Developer has not previously entered into any continuing disclosure agreements in accordance with the Rule. ***[Developer to confirm]***

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed to purchase the Bonds from the City at a purchase price of $_____ (the par amount of the Bonds, less a reoffering discount of $_____ less an underwriting discount of $_____). The Underwriter's obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that it will not be disrupted by events including, but not limited to, the current pandemic associated with the COVID-19 virus. Consequently, investors may not be able to resell the Bonds purchased should they need or wish to do so for emergency or other purposes. See "BONDHOLDERS' RISKS — Infectious Disease Outbreak" herein.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of 1933 in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

It is the obligation of the Underwriters to register or qualify the sale of the Bonds under the securities laws of any jurisdiction which so requires. The City agrees to cooperate, at the Underwriter's' written request and sole expense, in registering or qualifying the Bonds or in obtaining an exemption from registration or qualification in any state where such action is necessary; provided, however, that the City shall not be required to qualify as a foreign corporation or to execute a general or special consent to service of process in any jurisdiction.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING" above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or

more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by State law in accordance with investment policies approved by the City Council. Both State law and the City's investment policies are subject to change.

Under State law, the City is authorized to make investments meeting the requirements of the PFIA, which currently include (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this state that the City selects from a list the governing body or designated investment committee of the City adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in this state that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as the City's custodian of the banking deposits issued for the City's account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of the PFIA that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law, or (B) a depository institution that has its main office or branch office in the State that is selected by the City, (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the SEC and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described in clause (1) above or clause (12) below, require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a

stated maturity of 365 days or less that is rated at least "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (13) no-load money market mutual funds registered with and regulated by the United States SEC that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (14) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract and are pledged to the City and deposited with the City or a third party selected and approved by the City.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAAm" or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than ten (10) years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Political subdivisions such as the City are authorized to implement securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

Under State law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under State law, the City's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment considering the probable safety of capital and the probable income to be derived." At least quarterly the City's investment officers must submit an investment report to the City Council detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared

and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) State law. No person may invest City funds without express written authority from the City Council.

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt by written instrument a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the Treasurer, chief financial officer and investment officers; (7) restrict reverse repurchase agreements to not more than ninety (90) days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than fifteen percent (15%) of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed Regions Bank, an Alabama banking corporation, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at www.regionsbank.com. Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its

responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Developer

The information contained in this Limited Offering Memorandum relating to the description of the Developer, the Development and the Authorized Improvements generally and, in particular, the information included in any of the maps herein and in the sections captioned "PLAN OF FINANCE — Development Plan," "— Single-Family Residential Development," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development), "LEGAL MATTERS — Litigation — The Developer," and "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," "APPENDIX E-2," "APPENDIX F" and "APPENDIX G" has been provided by the Developer, and the Developer warrants and represents that the information contained herein is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC and has been included in reliance upon the authority of such firm as experts in the field of assessment allocation/methodology and district administration.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than ninety (90) days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS,

UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

AUTHORIZATION AND APPROVAL

The City Council has authorized the use of this Preliminary Limited Offering Memorandum by the Underwriter in connection with the marketing and sale of the Bonds.

CITY OF VENUS, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

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APPENDIX A

GENERAL INFORMATION REGARDING THE CITY AND SURROUNDING AREA

The following information has been provided for informational purposes only.

General Information

The City is located within Johnson and Ellis Counties, approximately 30 miles from the City of Dallas. The District is located within Johnson and Ellis Counties, however, all planned single family residential lots will be located within Johnson County. Access to the City is provided by U.S. 67. The City covers approximately 3.5 square miles. The City's 2010 census population was 2,960. The City's 2021 population estimate was 4,368.

Historical Employment in Johnson County (Average Annual)

	Average Annual				
	2021[(1)(2)]	2020[(2)]	2019	2018	2017
Civilian Labor Force	84,530	82,931	83,351	80,439	78,073
Total Employed	80,720	77,541	80,679	77,661	75,092
Total Unemployed	3,810	5,390	2,672	2,778	2,981
Unemployment Rate	4.5%	6.5%	3.2%	3.5%	3.8%

(1) Data through August 2021.

(2) The COVID-19 Pandemic has negatively affected travel, commerce, employment rates and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. See "BONDHOLDERS' RISKS — Infectious Disease Outbreak."

Source: Texas Labor Market Information.

Major Employers in Johnson County

The major employers in Johnson County are set forth in the table below.

Employer	Employees
Burleson ISD	1,700
Cleburne ISD	1,025
Wal-Mart Distribution Center	950
Joshua ISD	815
Sabre Tubular Structures	665
Wal-Mart Supercenter (Burleson)	560
Johnson County	522
City of Burleson	440
Wal-Mart Supercenter (Cleburne)	432
Texas Health Resources	395

Source: Municipal Advisory Council of Texas

DALLAS-FORT WORTH-ARLINGTON MSA - REGIONAL EMPLOYMENT

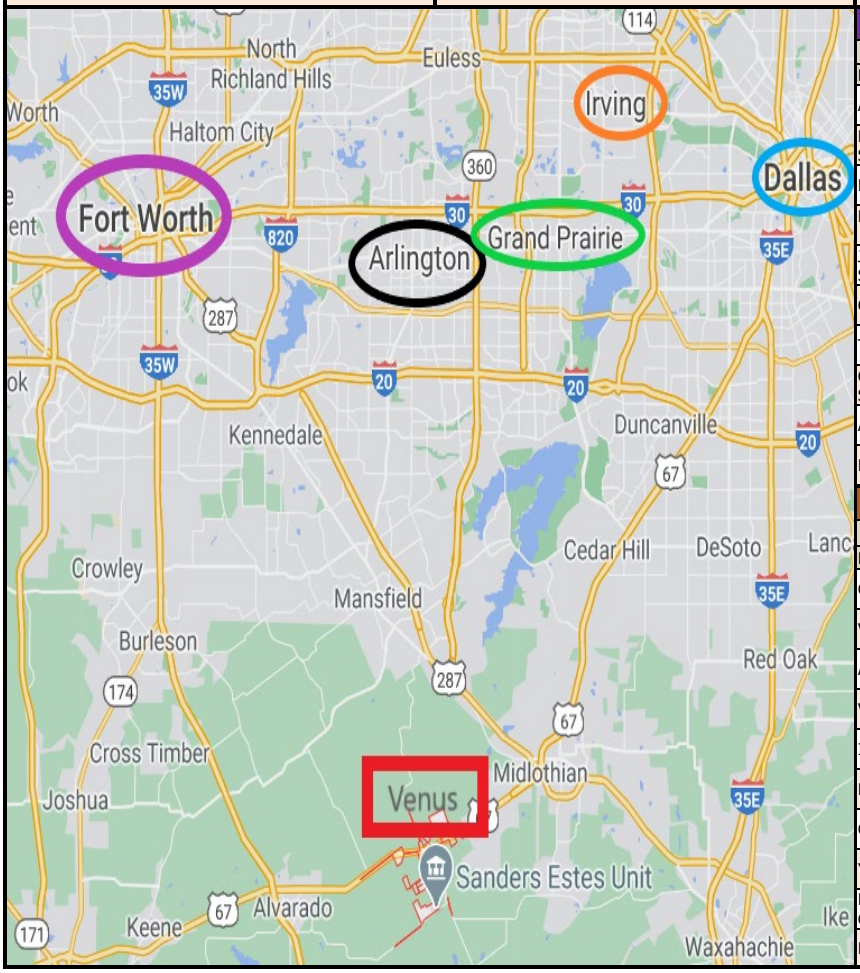
Surrounding Economic Activity

The major employers of municipalities surrounding the City are set forth in the table below.

City of Arlington	
Approximately 29 miles from the City	
Employer	**Employees**
Arlington ISD	8,200
University of Texas at Arlington	5,300
General Motors	4,484
Texas Health Resources	4,063
Six Flags Over Texas	3,800
The Parks at Arlington	3,500
GM Financial	3,300
City of Arlington	2,487
JP Morgan Chase Bank	1,965
Texas Rangers Baseball Club	1,881

City of Grand Prairie	
Approximately 34 miles from the City	
Employer	**Employees**
Grand Prairie ISD	4,000
Lockheed Martin Missiles & Fire Control	4,000
Poly-America Inc.	2,000
City of Grand Prairie	1,614
Bell Helicopter-Textron	1,200
Lear Seating	1,105
Lone Star Park at Grand Prairie	950
Forterra & Products, Inc.	950
Flex-N-Gate	800
Republic National Distribution	800

City of Dallas	
Approximately 32 miles from the City	
Employer	**Employees**
Dallas ISD	22,674
City of Dallas	13,000
AT&T Inc.	10,876
Medical City Dallas	10,836
Parkland Health System	10,462
Children's Medical Center Dallas	7,781
Dallas Co. Community College	6,971
Dallas County	6,500
Texas Instruments Inc.	6,239
Walmart Store	6,086



City of Fort Worth	
Approximately 32 miles from the City	
Employer	**Employees**
AMR Corp./American Airlines	25,000
Lockheed Martin Tactical Aircraft Systems	13,700
Fort Worth ISD	12,000
NAS Fort Worth Joint Reserve Base	10,000
JPS Health Network/John Peter Smith Hosp.	6,500
City of Fort Worth	6,200
Tarrant County College	6,000
Cook's Children's Health Care System	6,000
Alcon Laboratories Inc.	5,400
Bell Helicopter -Textron Inc.	5,000

City of Irving	
Approximately 37 miles from the City	
Employer	**Employees**
Citigroup Inc.	6,500
Vistra Energy	5,400
Allstate Insurance	3,068
Verizon Communications	3,000
Irving Mall	2,100
Microsoft Corp	2,075
Christus Health	2,000
YRC Freight	1,941
Baylor Scott-White Medical Center	1,907
DFW International Airport	1,399

Source: Municipal Advisory Council of Texas

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APPENDIX B

FORM OF INDENTURE

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APPENDIX C

FORM OF SERVICE AND ASSESSMENT PLAN

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APPENDIX D

FORM OF OPINION OF BOND COUNSEL

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APPENDIX E-1

FORM OF DISCLOSURE AGREEMENT OF ISSUER

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APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF DEVELOPER

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APPENDIX F

FORM OF REIMBURSEMENT AGREEMENT

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APPENDIX G

DEVELOPMENT AGREEMENT

RESOLUTION NO. 19-2021-10

RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT WITH LGI HOMES-TEXAS, LLC PROVIDING FOR THE CONSTRUCTION AND ACQUISITION OF PUBLIC IMPROVEMENTS WITHIN THE PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT AND AUTHORIZING MAYOR TO EXECUTE SAID REIMBURSEMENT AGREEMENT IN THE NAME OF AND ON BEHALF OF THE CITY OF VENUS, TEXAS

WHEREAS, the City of Venus, Texas (the "City") intends to issue its City of Venus, Texas Special Assessment Revenue Bonds, Series 2021 (Patriot Estates Public Improvement District) (the "Bonds") to finance certain public improvements within the Patriot Estates Public Improvement District (the "District");

WHEREAS, LGI Homes-Texas, LLC, a Texas limited liability company (the "Developer"), has presented to this City Council a proposed Reimbursement Agreement in the form attached hereto as Exhibit A, in order to provide for the design, construction and acquisition of said public improvements prior to the issuance to the Bonds, which costs are to be reimbursed to the Developer upon the funding and closing of the Bonds.

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

1. The Reimbursement Agreement, substantially in the form attached hereto as Exhibit A, is hereby approved with such changes or amendments as may be approved by the Mayor, in consultation with the City's staff and consultants retained by the City to assist in the issuance of the Bonds including Bond Counsel and the Financial Advisor, and the Mayor of the City is hereby authorized to execute said Reimbursement Agreement in the name of and on behalf of the City of Venus, Texas.

2. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED THIS 12th DAY OF OCTOBER, 2021.

_____
James L Burgess, Mayor
City of Royse, Texas

ATTEST:

_____
Callie Green, City Secretary
City of Venus, Texas

EXHIBIT A

FORM OF REIMBURSEMENT AGREEMENT

PATRIOT ESTATES PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT

THE STATE OF TEXAS §
COUNTIES OF ELLIS AND JOHNSON §

This Patriot Estates Public Improvement District Reimbursement Agreement (this "Agreement") is made and entered into as of the Effective Date by and between the **CITY OF VENUS, TEXAS**, Texas, a municipal corporation and political subdivision of the State of Texas ("City") and **LGI HOMES-TEXAS, LLC**, a Texas limited liability company (together with any successors and assigns, "Owner") (each individually, a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, Owner owns approximately 192.4 acres of real property located in City's corporate limits in Ellis and Johnson Counties, Texas, which property is more particularly described on Exhibit"A" (the "Property"), attached hereto and incorporated herein by reference; and

WHEREAS, effective November 9, 2020, the Parties entered into that certain Development Agreement setting forth certain terms and conditions relating to the development of the Property (the "Development Agreement"); and

WHEREAS, in accordance with provisions of the Development Agreement, on November 9, 2020, pursuant to Chapter 372, Texas Local Government Code, as amended (the "PID Act"), the City Council of the City (the "City Council") approved Resolution No. 34-2020-11, establishing the Patriot Estates Public Improvement District (the "PID"); and

WHEREAS, the Property, as presently described, is located fully within the boundaries of the PID; and

WHEREAS, all notices relating to establishment of the PID were published as required by the PID Act; and

WHEREAS, Owner has incurred and/or intends to incur costs in association with the design and construction of the Public Improvements (as defined in the Development Agreement) (the "PID Projects"); and

WHEREAS, the PID was created, in part, to finance the PID Projects; and

WHEREAS, pursuant to the Development Agreement, a service and assessment plan ("SAP") will be established and approved by the City in accordance with the PID Act and the provisions of the Development Agreement, which shall establish, among other matters, the projected cost of the PID Projects (the "PID Project Costs"); and

WHEREAS, the SAP shall allocate the PID Project Costs to the Property upon which they confer a special benefit; and

WHEREAS, assessments against lots within the PID ("PID Assessments") which will be reflected on an assessment roll, to be approved by the City Council, will be collected to pay for PID Project Costs; and

WHEREAS, the Parties desire, subject to the consent and approval of the City Council, the satisfaction of all conditions for issuing the PID Bonds (as defined in the SAP), Owner's compliance with this Agreement and the Development Agreement, and in accordance with the terms of this Agreement, the Development Agreement, and all legal requirements, including, but not limited to any Indenture (as defined in the SAP), to set forth their agreement regarding (i) adoption of the SAP; (ii) adoption of one or more assessment ordinances (each an "Assessment Ordinance"); and (iii) issuance of PID Bonds for the purpose of financing the PID Projects in accordance with the SAP and reimbursing Owner for certain associated costs as described herein; and

WHEREAS, all PID Assessment revenues shall be deposited (1) as provided in the applicable Indenture, if PID Bonds secured by such PID Assessments are issued and/or (2) into the PID Reimbursement Fund (defined herein), if no such PID Bonds are issued or such PID Bonds are no longer outstanding; and

WHEREAS, proceeds of any PID Bonds shall be deposited as provided in the applicable Indenture; and

WHEREAS, the funds on deposit in the project fund created under an Indenture (the "PID Project Fund") shall only be used in the manner set forth in the SAP and the applicable Indenture.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties hereby contract and agree as follows:

ARTICLE 1. Design and Construction of the PID Projects

1.01. Design and Construction of PID Projects. Owner shall cause all PID Projects to be designed and constructed in accordance with applicable provisions of the Development Agreement.

1.02. PID Project Costs to be Funded by Owner. Owner shall promptly pay as the same become due all PID Project Costs incurred in connection with the PID Projects to be further defined in the SAP as the "Authorized Improvements"; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the PID Projects; and all costs arising in connection with the creation of the PID (the "Actual Costs"). The City shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the PID Projects but shall only be obligated to acquire the PID Projects and/or reimburse Owner in the manner and to the extent provided herein.

1.03. Security for PID Projects. Prior to completion and conveyance to the City of any PID Project, Owner shall cause a maintenance bond to be delivered to the City in the amount required by the City's subdivision regulations for applicable PID Projects. Nothing in this Agreement or the

Development Agreement shall be deemed to prohibit Owner or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to Owner or City with respect thereto so long as such delay in performance shall not subject the PID Project to foreclosure, forfeiture or sale. In the event that any such lien and/or judgment with respect to the PID Project is contested, Owner shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120% of the disputed amount.

1.04. Remaining Funds after Completion of a PID Project. Upon the final completion of a PID Project and payment of all outstanding invoices for such PID Project, if the PID Project Costs of such PID Project is less than the costs of the Authorized Improvements as shown in the SAP (a "Cost Underrun"), any remaining dollars in the PID Project Fund will be available to pay cost overruns on any other Authorized Improvement[RT1]. The City shall promptly confirm to the Administrator (as defined in the SAP) and the Trustee (as defined in the SAP) of the PID Bonds issued to finance such PID Project(s) that such remaining amounts are available to pay such cost overruns, and the City, with input from the Owner and the Administrator, will decide how to use such moneys to secure the payment and performance of the work for other PID Projects. Any Cost Underrun for any PID Project available to pay cost overruns on any other PID Project may be added to the amount approved for payment in any Certificate for Payment, in substantially the form attached hereto as **Exhibit B**, as agreed to by Owner, the Administrator and the City.

1.05. Contracts and Change Orders. Owner shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "Change Orders") required for the construction of a PID Project. Owner or its contractors may approve and implement any Change Orders even if such Change Order would increase the PID Project Costs of a PID Project, but Owner shall be solely responsible for payment of any cost overruns resulting from such Change Orders except to the extent amounts are available pursuant to Section 1.04 hereof. If any Change Order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under the Development Agreement, then such revisions made by an engineer must be submitted to the City for approval by the City's engineer prior to execution of the Change Order.

ARTICLE II. Reimbursement for Funds Advanced

2.01. PID Assessments. The City hereby establishes a fund, to be segregated from all other City funds, into which the City shall deposit PID Assessment revenues (the "PID Reimbursement Fund"), except as otherwise provided herein or in any Indenture. Until PID Bonds are issued, the City shall bill, collect and deposit into the PID Reimbursement Fund all PID Assessment revenues consisting of: (1) revenue collected from the payment of PID Assessments (including prepayments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (each as defined in the SAP) (including prepayments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection). Once PID Bonds are issued, the City shall bill, collect and deposit all PID Assessment revenues in the manner set forth in the applicable Indenture. The City shall also deposit the proceeds of any PID Bonds, and any other funds authorized or required by an Indenture in the manner set forth in the applicable Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds deposited into any fund under

an Indenture shall only be used in accordance with the applicable Indenture. Funds in the PID Reimbursement Fund shall only be used to reimburse the Owner for PID Project Costs. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflicts with this Agreement.

2.02. Payment of Reimbursement Agreement Balance. The City agrees to pay to Owner, and Owner shall be entitled to receive from the City, until the _____ after the last Annual Installment is collected (the "Maturity Date"), a principal amount not to exceed SIX MILLION NINE HUNDRED SEVENTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS AND 00/100 ($6,977,464.00[RT2]), (together with accrued interest as hereinafter described, is referred to collectively as the "Reimbursement Agreement Balance"), plus simple interest on the unpaid principal balance at the lesser rate of: (i) two percent (2%) above the highest average index rate for tax-exempt revenue bonds reported in a daily or weekly bond index reported in the month before the date of determination (which date is the date of the approval by the City of the applicable Assessment Ordinance levying the PID Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid), or (ii) if PID Bonds are issued, the true interest cost ("TIC") on such PID Bonds. If the City elects to issue PID Bonds for the purpose of paying all or a portion of the outstanding Reimbursement Agreement Balance, the interest rate paid to Owner on the outstanding principal amount of the Reimbursement Agreement Balance equal to the principal amount of PID Bonds being issued shall be the same as the interest rate on such PID Bonds. For purposes of Sections 372.023(e)(1) and (e)(2) of the PID Act, the interest rate on any portion of the Reimbursement Agreement Balance not to be paid from the proceeds of PID Bonds shall be calculated based on the date of acceptance of the PID Projects by the City. If any portion of the Reimbursement Agreement Balance remains unpaid after the City has elected to sell PID Bonds for the purpose of paying a portion of the Reimbursement Agreement Balance, the interest rate paid to Owner on the outstanding principal amount of the Reimbursement Agreement Balance shall be the same as the interest rate on such PID Bonds. The method for determining the interest rate for the unpaid balance of the Reimbursement Agreement Balance as set forth in this paragraph has been approved by the City Council and is authorized by and complies with the PID Act and other applicable law, including specifically subsections (e)(1) and (e)(2) of Section 372.023 of the PID Act and Chapter 1204 of the Texas Government Code. The City's obligation to pay the Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or from the proceeds of PID Bonds. No other City funds, revenues, taxes, income or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments from the PID Reimbursement Fund shall be applied in accordance with this Agreement. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the PID Reimbursement Fund since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

2.03. PID Bonds.

(a) The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (1) paying

the Reimbursement Agreement Balance; or (2) paying directly PID Project Costs described in the applicable Indenture. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose, Owner's right to receive payments each year in accordance with Section 2.02 hereof shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds, and Owner shall be entitled to receive funds pursuant to the flow of funds provisions of the applicable Indenture. The failure of the City to issue PID Bonds shall not constitute a default by the City under this Agreement. Upon the issuance of PID Bonds, Owner has a duty to construct the PID Projects described in the applicable Indenture. [RT3]Owner shall not be relieved of its duty to construct or cause to be constructed such Authorized Improvements [RT4]even if there are insufficient funds in the PID Project Fund and/or the PID Reimbursement Fund to pay the PID Project Costs. This Agreement shall apply to all PID Bonds issued by the City whether in one or more series, and no additional reimbursement agreement shall be required for future series of PID Bonds.

(b) Pursuant to the Development Agreement, the City may issue PID Bonds solely for the purpose of acquiring or constructing PID Projects or any other purposes authorized by the PID Act, subject to the satisfaction of the provisions and conditions set forth in the Development Agreement. The issuance of PID Bonds shall be at the sole, legislative discretion of the City and is subject to the provisions of the Development Agreement and this Agreement. With regard to the City's issuance of PID Bonds, in the event of any irreconcilable conflict between this Agreement and the Development Agreement, this Agreement shall control. In addition to the satisfaction of the conditions contained in the Development Agreement, the issuance of PID Bonds is further subject to the following conditions:

(1) Recommendation of the City's financial advisor, that sale of the PID Bonds to finance all or a portion of the PID Project Costs is feasible and prudent;

(2) Receipt of a bona fide bid for the PID Bonds through either competitive or negotiated sale;

(3) Registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas;

(4) The City shall not be obligated to issue PID Bonds in increments of less than $1,000,000 unless such PID Bond issue is the last PID Bond issue anticipated to be issued by the City for the PID Project Costs; and

(5) The issuance of the PID Bonds and reimbursement to Owner are subject to the requirements of the PID Act.

2.04. Disbursements and Transfers at and after Bond Closing. The Parties agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City, the City will cause the Trustee under the applicable Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the City or Owner, as applicable, which costs may include payment for costs of issuance and payment of costs incurred in the establishment, administration and operation of the PID and any other eligible items expended by Owner and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, Owner shall

execute a Closing Disbursement Request, in substantially the form attached hereto as **Exhibit C**, to be delivered to the City no less than five (5) business days prior to the scheduled pricing date for the applicable series of PID Bonds for payment in accordance with the provisions of the applicable Indenture. In order to receive additional disbursements from the applicable fund under this Agreement or an Indenture, as applicable, Owner shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from Owner, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefore and with the terms of this Agreement and any other agreement between the Parties related to property in the PID, and to verify and approve the PID Project Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Not later than fifteen (15) business days following receipt of any Certificate for Payment, the City shall either: (1) approve the Certificate for Payment and forward it to the Trustee for payment, if applicable, or (2) provide Owner with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 2.02 hereof. The City shall deliver the approved or partially approved Certificate for Payment to the Trustee for payment, and the Trustee shall make the disbursements as quickly as practicable thereafter. Upon receipt of a reviewed and approved Certificate for Payment, the Trustee shall make payment from the account designated in the Certificate for Payment pursuant to the terms of the Certificate for Payment and the applicable Indenture in an amount not to exceed the Budgeted Cost [RT5]for the particular Authorized Improvement ([RT6]or its completed segment), unless a Cost Overrun amount has been approved for a particular Authorized Improvement. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount [RT7]plus the approved Cost Overrun amount.

2.05. Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund or the PID Project Fund. Unless approved by the City, no other City funds, revenues, taxes or income of any kind shall be used to pay: (1) the PID Projects Cost; (2) the Reimbursement Agreement Balance, even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds[RT8]. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

2.06. Obligation to Pay. Subject to the provisions of Section 2.04 hereof, and as determined solely by the City, if Owner is (1) current on the payment of all taxes, assessments and fees owed to the City and (2) in then-current compliance with its obligations under: (a) this Agreement, (b) all Owner continuing disclosure agreements (if PID Bonds are issued and remain outstanding) and (c) the Development Agreement; then, following the inspection and approval of any portion of PID Projects for which Owner seeks reimbursement of PID Project Costs by submission of a Certificate for

Payment or Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to Owner or to any person designated by Owner) identified in any Certificate for Payment or Closing Disbursement Request is [RT9]unconditional and not subject to any defenses or rights of offset except as may be provided in any Indenture[RT10].

ARTICLE III. Acquisition of PID Projects

3.01. Ownership and Transfer of PID Projects. Owner shall furnish to the City a preliminary title report for land related to the PID Projects to be acquired and accepted by the City from Owner and not previously dedicated or otherwise conveyed to the City. The report shall be made available for City review and approval not less than fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable PID Project until Owner has cured the objections to the reasonable satisfaction of the City.

3.02. PID Projects Constructed on City Land or Owner Land.

(a) If any PID Projects are to be constructed on land owned by the City, the City hereby grants to Owner, where applicable, a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the PID Project. The provisions for inspection and acceptance of such PID Projects otherwise provided herein shall apply.

(b) If the PID Projects are on land owned by Owner, Owner hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the PID Projects.

(c) The provisions for design, construction, inspection and acceptance of such PID Projects otherwise provided herein and in the Development Agreement shall apply.

3.03. Survival or Representations. All representations, warranties and agreements of the Parties hereunder shall survive the conveyance of the PID Projects to the City.

ARTICLE IV. Representations

4.01. Representations by Owner. Owner hereby represents to the City that:

(a) The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by Owner;

(b) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby shall not violate or constitute a breach of any contract or other agreement to which Owner is a party;

(c) Owner has made financial arrangements sufficient to assure its ability to perform its obligations hereunder.

4.02. Representations by City. The City hereby represents and covenants to Owner that it shall use its good faith efforts:

(a) To levy and collect the PID Assessments;

(b) Issue PID Bonds, subject to general market acceptance of the PID Bonds, pursuant to the PID Act, this Agreement, the Development Agreement, and other applicable law;

(c) To obtain the Attorney General's approval of the Bonds; and

(d) To obtain registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

ARTICLE V. Remedies

5.01. Default, Notice and Cure Period. If either Party fails to perform an obligation imposed on such Party by this Agreement, and such failure is not cured after notice and the expiration of the cure periods provided in this Section, then such failure constitutes a "Default." If a failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

5.02. Default by Owner. In the event of default by Owner hereunder, the City shall have available all remedies at law or in equity; provided no default by Owner shall entitle the City to terminate this Agreement or to withhold payments to Owner from the PID Reimbursement Fund in accordance with this Agreement.

5.03. Default by City. In the event of default by the City hereunder, Owner shall have available all remedies at law or in equity, and shall be entitled to seek a writ of mandamus from a court of competent jurisdiction compelling and requiring the City and its officers to observe and perform the covenants, obligations and conditions hereof to the extent allowed by law; provided, however, no default by the City shall entitle Owner to terminate this Agreement.

5.04. Future Performance. The failure of either Party to insist, in any one or more instances, upon performance of any of the terms, covenants, and conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other Party, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

ARTICLE VI. Miscellaneous

6.01. Recitals. The recitals contained in this Agreement: (a) contain legislative findings by the City Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the

consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

6.02. Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by e-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed byany person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the City:
City of Venus, Texas
700 W. Hwy 67
Venus, Texas 76084
Attn: Tonya Roberts, City Administrator
Telephone: 972-366-3348
E-mail: troberts@cityofvenus.org

With a copy to:
City Attorney
The Halla Law Firm, PLLC
5068 W. Plano Parkway, Suite 300
Plano, Texas 75093
Attn: Michael Halla
Telephone: 469-518-0872
Email: mhalla@hallalawfirm.com

To the Owner:
LGI Homes-Texas, LLC
1450 Lake Robbins Drive, Suite 430
The Woodlands, Texas 77380
Attn: Kennon Masters
Telephone: 281-362-8998
E-mail: kmasters@lgihomes.com

With a copy to:
Sanford Kuhl Hagan Kugle Parker Kahn, LLP
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
Attn: Julianne B. Kugle/Michael R. Willis
Telephone: 713-850-9000
E-mail: kugle@sklaw.us

6.03. Assignability. This Agreement may be assigned by Owner only upon written consent of the City, which shall not be unreasonably withheld. No assignment, whether with or without the City's prior consent, shall increase the liability of, or impose additional liabilities upon, the City

beyond what is specifically provided for herein or increase the duties or expenses of, or impose additional duties or expenses upon, the City beyond what is specifically provided for herein.

6.04. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or used as interpreting the meanings and provisions hereof.

6.05. Applicable Law; Venue. This Agreement is entered into under and pursuant to, and shall be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Ellis and Johnson Counties, Texas. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be a state court of competent jurisdiction in Johnson County, Texas.

6.06. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall never be construed to confer any benefit on any third party. This Agreement shall be binding upon each party, its successors and assigns.

6.07. Term. Except as otherwise provided herein, this Agreement shall be in force and effect from the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

6.08. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give notice to the other Party, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the notice described by this Section, unless otherwise separately agreed by the Parties or unless the Party whose obligation was suspended by the force majeure is prohibited by law to perform such obligation, in which case said Party shall perform such obligation(s) as soon as reasonably practical after the legal impediment to such performance has ended. The term "force majeure", as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics and pandemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other inabilities of the Party, whether similar to those enumerated or otherwise, which are not within the control of the Party, which the Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such Party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party when such settlement is unfavorable to it in the judgment of such Party.

6.09. Conflict. In the event of a conflict between a provision of this Agreement and a provision of the Development Agreement, the conflicting provisions shall be construed to the extent possible to give both effect. Except where otherwise expressly stated in this Agreement, in the event such conflicting provisions cannot be reconciled to give all such provision effect, the terms of this Agreement shall control.[RT11]

6.10 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individual(s) executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

6.11 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the City, Owner, and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

6.12 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposesfor which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.13. Audit. The City shall have the right, during normal business hours and upon three (3) business days' prior written notice to Owner, to review all books and records of Owner relating to costs and expenses incurred by Owner with respect to any of the PID Projects. For a period of two (2) years after completion of the Authorized Improvements or after the expenditure of all PID Bond proceeds, whichever is later, Owner shall maintain proper books of record and account for the construction of the PID Projects and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. Owner shall have the right, during normal business hours, to review all records and accounts relating to the PID Assessments upon written request to the City. The City shall provide Owner an opportunity to inspect such books and records relating to the PID Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the PID Assessments for so long as PID Bonds remain outstanding or any portion of the Reimbursement

Agreement Balance remains unpaid.

6.14. No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities or rights except as necessary to allow Owner to enforce its remedies under this Agreement.

6.15. Effective Date. This Agreement will become effective on the date it bears the signatures of authorized representatives of all of the Parties ("Effective Date"), regardless of whether those signatures are on the same or multiple counterparts of the Agreement as provided in Section 6.16.

6.16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.17. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

6.18. No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Owner selecting the contractor.

6.19. Boycott Israel. Owner verifies that Owner (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner) does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

6.20. Boycott Energy Companies. To the extent this Agreement represents a contract for goods or services, for the purposes of Chapter 2274, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Owner verifies that Owner, including any wholly or majority-owned subsidiary, parent company, or affiliate of Owner that exists to make a profit, does not and will not, through the term of this Agreement, boycott energy companies (as defined by Section 2274.001, Texas Government Code, as amended). As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code.

6.21. Firearms Entities and Trade Associations. To the extent this Agreement represents a contract for goods or services, for the purposes of Chapter 2274, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, Owner verifies that at the time of execution and delivery of this Agreement, neither Owner, nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of Owner that exists to make a profit, has a practice, policy, guideline, or directive that discriminates against a firearm entity or firearm trade association. Owner agrees that neither Owner, nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of Owner that exists to make a profit, will discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against

a firearm entity or firearm trade association" as used in this section have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001 of the Texas Government Code.

6.22. Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. As of the Effective Date, Owner represents that, to the extent this Agreement constitutes a "governmental contract" within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required or permitted by or under applicable federal law, neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 (as enacted by Acts 2017, 85th Leg., ch. 96, Senate Bill 253) or 2252.153 of the TexasGovernment Code.[RT12]

6.21 Form 1295 Certificate of Interested Parties. Prior to its execution of this Agreement, Owner agrees to file with the City pursuant to Texas Government Code Section 2252.908 a signed and completed Texas Ethics Commission ("TEC") Form 1295 and a certification of filing with TEC.[RT13]

Signatures on Following Pages

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of equal dignity, on this _____ day of _____, 2021.

THE CITY:

CITY OF VENUS, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, the _____ of **the City of Venus**, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

OWNER:

LGI HOMES – TEXAS, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, the _____ of **LGI HOMES – TEXAS, LLC**, a Texas limited liability company, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT A

EXHIBIT B

Form of Certificate for Payment

The undersigned is an agent for LGI Homes-Texas, LLC ("Owner") and requests payment from [the applicable account of the PID Project Fund]/[the PID Reimbursement Fund] from the City of Venus, Texas ("City") in the amount of_____($____) for labor, materials, fees and/or other general costs related to the creation, acquisition or construction of certain PID Projects providing a special benefit to property within the Patriot Estates Public Improvement District (the "District"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Patriot Estates Public Improvement District Reimbursement Agreement between Owner and the City (the "Reimbursement Agreement").

In connection to the above-referenced payment, Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of Owner, is qualified to execute this Certificate for Payment on behalf of Owner and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced PID Projects has not been the subject of any prior payment request submitted for the same work to City or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed for the PID Projects below is a true and accurate representation of the Costs [RT14]associated with the acquisition, installation or construction of said PID Projects, and such costs are in compliance with the Reimbursement Agreement and consistent with the Service and Assessment Plan ("SAP").

4. Owner is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, Owner Continuing Disclosure Agreement, [RT15]Development Agreement (as defined in the Reimbursement Agreement), and the SAP.

5. Owner is current on all ad valorem property taxes and PID Assessments on property owned by Owner within the PID.

6. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.

7. The work with respect to the PID Projects referenced below (or its completed segment) has been completed, and the City has inspected such PID Projects (or its completed segment).

8. Owner agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. Owner confirms that, based on the statements provided by the Trustee as of the date of this Certificate for Payment and based on the percentage of the PID Projects as of the date of this Certificate for Payment as verified by the City against the estimated costs from the SAP, payment of the amounts

requested in this Certificate for Payment, taking into account all prior payments for the PID Projects and the amount of work related to the PID Projects remaining to be completed as of the date of this Certificate for Payment will not cause the amounts on deposit in the [PID Project Fund]/[PID Reimbursement Fund] to fall below the amount necessary to complete the remaining PID Projects.

Payments requested hereunder shall be made as directed below:

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

[Information regarding Payee, amount and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

_____

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the PID Projects (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and shall include said payments in the City Certificate submitted to the trustee directing payments to be made from the [PID Project Fund]/[PID Reimbursement Fund] to Owner or to any person designated by Owner.

CITY OF VENUS, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C

Form of Closing Disbursement Request

The undersigned is an agent for LGI Homes-Texas, LLC ("Owner") and requests payment to Owner (or to the person designated by Owner) from the applicable account of the PID Project Fund from _____(the "Trustee") in the amount of _____ ($____) to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Patriot Estates Public Improvement District (the "District"), as well as for labor, materials, fees and/or other general costs related to the creation, acquisition or construction of certain PID Projects providing a special benefit to property within the District as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of____, 20_(the "Indenture") relating to the "[INSERT NAME OF BONDS]" (the "PID Bonds").[RT16]

In connection with the above referenced payment, Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of Owner, is qualified to execute this Closing Disbursement Request on behalf of Owner, and is knowledgeable as to the matters set forth herein.

2. The payments requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds [RT17]have not been the subject of any prior payment request submitted to the City.

3. The payment requested for the below referenced PID Projects [RT18]has not been the subject of any prior payment request submitted for the same work to City or, if previously requested, no disbursement was made with respect thereto.

4. The amounts listed for the below costs is a true and accurate representation of (a) the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and (b) the Costs [RT19]associated with the acquisition, installation or construction of the PID Projects, and such costs are in compliance with the Service and Assessment Plan ("SAP").

5. Owner is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, Owner Continuing Disclosure Agreement [RT20](as defined in the Reimbursement Agreement), the SAP, and the Development Agreement (as defined in the Reimbursement Agreement).

6. Owner is current on all ad valorem property taxes and PID Assessments on property owned by Owner within the PID.

7. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.

8. Owner agrees to cooperate with the City in conducting its review of the requested payment,

and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

_____

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in City Certificate submitted to the Trustee directing payments to be made from the applicable account under the Indenture upon delivery of the PID Bonds.

CITY OF VENUS, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Case Report – Patriot Estates Phase 8 – Final Plat
Planning and Zoning Commission – September 23, 2021
City Council - October 12, 2021

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Final Plat for Patriot Estates Phase 8, a 336-lot residential subdivision, being 115.81 acres out of the Radford Berry Survey, Abstract 26, Johnson County and the Radford Berry Survey, Abstract 42 in Ellis County, generally located south of County Road 502 and east of County Road 620, in the City of Venus

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Owners: LGI Homes-Texas, The Woodlands, TX

Engineer/ Surveyor: Pape-Dawson Engineers, Plano, TX

Location: Generally located south of County Road 502 and east of County Road 620

Zoning: The property was zoned PD-Planned Development by Ordinance 375-2003 in 2003.

Current Use: vacant

Analysis: The final plat covers 115.81 acres and creates 333 residential lots and three common area lots. The Preliminary Plat was approved by the City in July 2019. The Final Plat generally conforms to the approved Preliminary Plat.

The City's Public Work's staff reports that all of the required public infrastructure shown in the approved construction plans (including a detention pond) has been completed, but there are a number of punch list items to be corrected. The Developer and Public Works staff are planning a walk-thru later this month to resolve the remaining items.

The subject property includes County Road 502 and approximately 60 feet of right-of-way will be dedicated by the plat. County Road 502 will be upgraded to 24-wide concrete pavement with bar ditches on either side.

The property generally drains to the east toward West Soap Creek and to west into an unnamed tributary of Mountain Creek. A portion of the subdivision lies within the FEMA-designated 100-year floodplain, but the developable lots have been removed by Letter of Map Revision dated January 4, 2021.

There are three wellhead pads within the plat are, along with associate pipeline and surface access easements.

Water will be provided by the Mountain Peak Special Utility District and sewer will be provided by the City of Venus.

The applicant has complied with all planning and engineering review 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:

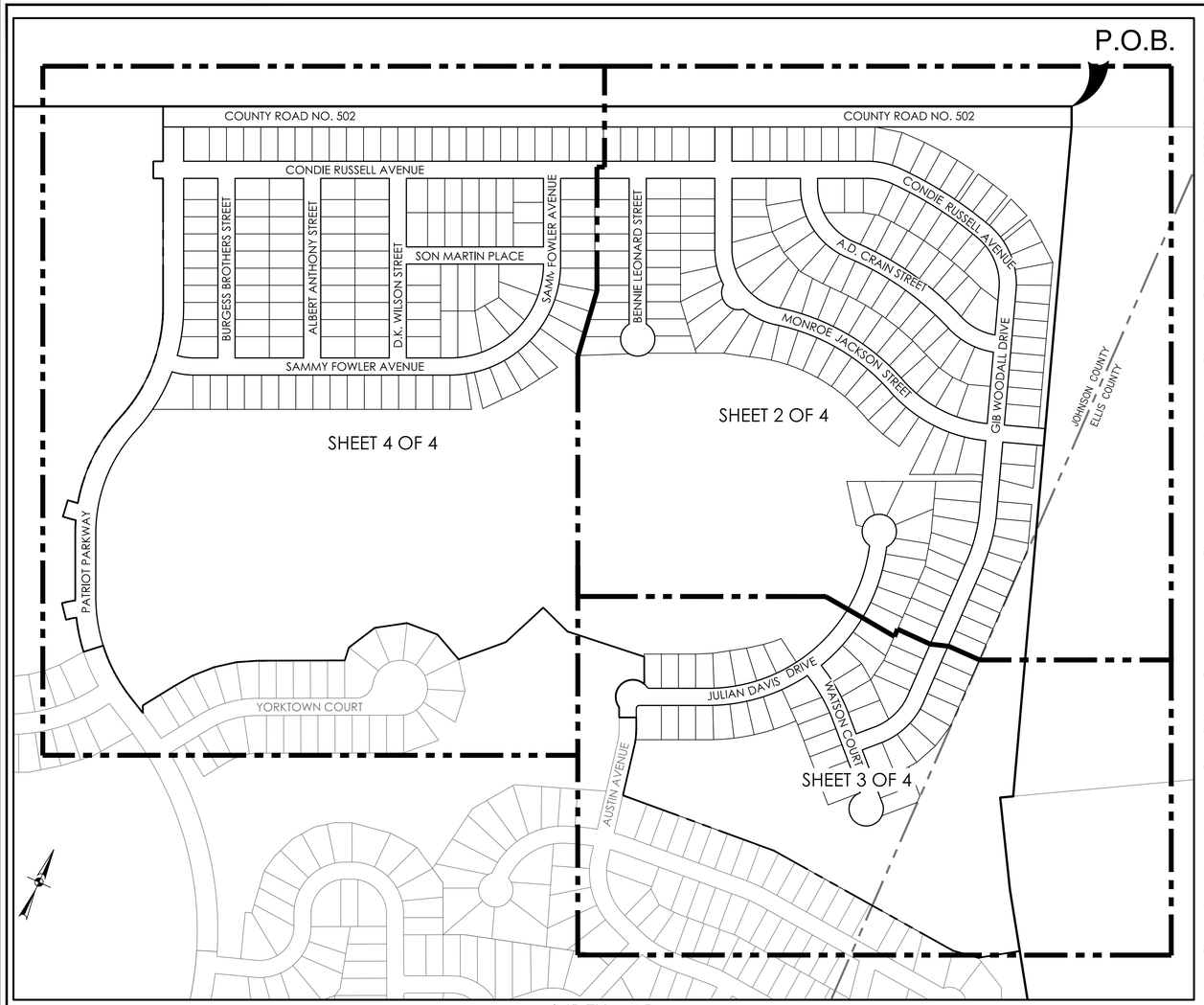
Staff recommends that the Planning and Zoning Commission recommend that the City Council approve the Final Plat for Patriot Estates Phase 8, subject to completion of the infrastructure construction punch list.

Planning and Zoning Commission Recommendation:

After considering this item at their September 23rd meeting, the Planning and Zoning Commission recommend that the City Council approve the final plat for Patriot Estates Phase 8, subject to completion of the punch list items.

Sample Motion: I move to approve/deny the Final Plat for Patriot Estates Phase 8, subject to completion of the punch list items.

Attachments: Final Plat
Aerial Photo



INDEX MAP

SCALE: 1"= 300'

OWNERS CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS LGI HOMES-TEXAS, LLC, A TEXAS LIMITED LIABILITY COMPANY, IS THE OWNER OF A TRACT OF LAND SITUATED IN THE RADFORD BERRY SURVEY, ABSTRACT NUMBER 42, CITY OF VENUS, ELLIS COUNTY, TEXAS, AND THE RADFORD BERRY SURVEY, ABSTRACT NUMBER 26, CITY OF VENUS, JOHNSON COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 384.198 ACRE TRACT DESCRIBED IN A DEED TO LGI HOMES-TEXAS, LLC RECORDED IN VOLUME 2783, PAGE 1873, OF THE DEED RECORDS OF ELLIS, COUNTY, TEXAS (D.R.E.C.T.), SAID DEED ALSO RECORDED IN INSTRUMENT NUMBER 2014-17418, OF THE DEED RECORDS OF JOHNSON, COUNTY, TEXAS (D.R.J.C.T.), AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (CONTROLLING MONUMENT) FOR THE NORTHERN MOST NORTHEAST CORNER OF SAID LGI TRACT ON THE SOUTHEASTERLY LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO JAMES NEAL RATJEN RECORDED IN INSTRUMENT NUMBER 2012-26910 (D.R.J.C.T.);

THENCE ALONG THE EAST LINE OF SAID LGI TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

S 24°21'50" E, A DISTANCE OF 60.02 FEET TO A 1/2-INCH IRON PIPE FOUND (CONTROLLING MONUMENT) FOR AN ANGLE POINT IN SAID LGI TRACT;

S 19°22'44" E, A DISTANCE OF 1960.47 FEET TO A 1/2-INCH IRON ROD FOUND (CONTROLLING MONUMENT) FOR AN ANGLE POINT IN SAID LGI TRACT;

S 60°21'25" W, A DISTANCE OF 38.30 FEET TO A 1/2-INCH IRON ROD FOUND (CONTROLLING MONUMENT) FOR AN ANGLE POINT IN SAID LGI TRACT;

S 30°24'10" E, A DISTANCE OF 270.50 FEET TO A 1/2-INCH IRON ROD FOUND (CONTROLLING MONUMENT) FOR AN ANGLE POINT IN SAID LGI TRACT;

S 33°29'50" E, A DISTANCE OF 181.32 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR THE NORTHERN MOST NORTHEAST CORNER OF PATRIOT ESTATES PHASE 7, AN ADDITION TO THE CITY OF VENUS, ELLIS AND JOHNSON COUNTY, TEXAS ACCORDING TO THE PLAT FILED OF RECORD IN INSTRUMENT NUMBER 2020-07403, OF THE MAP RECORDS OF ELLIS, COUNTY, TEXAS (M.R.E.C.T.) AND RECORDED IN INSTRUMENT NUMBER 2020-43, DRAWER K, OF THE MAP RECORDS OF JOHNSON, COUNTY, TEXAS (M.R.J.C.T.);

THENCE OVER AND ACROSS SAID LGI TRACT AND ALONG THE NORTH LINE OF SAID PATRIOT ESTATES PHASE 7, THE FOLLOWING COURSES AND DISTANCES;

S 56°30'10" W, A DISTANCE OF 122.94 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 81°25'25" W, A DISTANCE OF 76.21 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

N 85°10'41" W, A DISTANCE OF 597.85 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 85°45'58" W, A DISTANCE OF 470.09 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

N 11°15'35" W, A DISTANCE OF 146.08 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

ALONG SAID TANGENT CURVE TO THE LEFT, SAID CURVE 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, FOR AN ARC LENGTH OF 51.45 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

N 24°21'44" W, A DISTANCE OF 33.89 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 65°38'16" W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

N 24°21'44" W, A DISTANCE OF 30.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIAL BEARING OF N 28°46'04" E, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 168°37'51", A CHORD BEARING AND DISTANCE OF N 23°05'00" E, 99.51 FEET, FOR AN ARC LENGTH OF 147.16 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET;

N 24°21'44" W, A DISTANCE OF 79.77 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 83°54'01" W, A DISTANCE OF 236.19 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

N 69°44'05" W, A DISTANCE OF 98.81 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 23°01'16" W, A DISTANCE OF 149.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 45°36'36" W, A DISTANCE OF 146.26 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

N 64°45'47" W, A DISTANCE OF 95.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 86°16'55" W, A DISTANCE OF 95.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 57°19'37" W, A DISTANCE OF 95.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 28°22'19" W, A DISTANCE OF 95.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 06°20'28" E, A DISTANCE OF 39.89 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 65°32'05" W, A DISTANCE OF 250.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 61°47'05" W, A DISTANCE OF 65.43 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 53°04'47" W, A DISTANCE OF 66.92 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 44°15'22" W, A DISTANCE OF 66.92 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 36°08'25" W, A DISTANCE OF 61.08 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 34°04'05" W, A DISTANCE OF 108.86 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

S 24°28'09" E, A DISTANCE OF 22.44 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET; FOR CORNER;

N 42°21'31" W, A DISTANCE OF 61.51 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

ALONG SAID TANGENT CURVE TO THE RIGHT, SAID CURVE 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, FOR AN ARC LENGTH OF 168.37 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR CORNER;

S 48°09'59" W, A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE, DEPARTING SAID NORTH LINE OF PATRIOT ESTATES PHASE 7 AND CONTINUING OVER AND ACROSS SAID LGI TRACT, THE FOLLOWING COURSES AND DISTANCES:

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 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" SET FOR 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" W, 30.68 FEET, FOR AN ARC LENGTH OF 30.72 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR CORNER;

N 38°17'00" W, A DISTANCE OF 50.06 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR 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" SET FOR 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" SET FOR CORNER;

N 24°21'44" W, A DISTANCE OF 187.33 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR 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" SET FOR 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" SET FOR CORNER;

S 82°32'37" W, A DISTANCE OF 17.08 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR CORNER;

N 07°27'23" W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR CORNER;

N 82°32'37" E, A DISTANCE OF 17.08 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR 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" SET FOR 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 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" SET FOR 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" SET FOR CORNER;

N 24°21'44" W, A DISTANCE OF 377.94 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR CORNER;

S 65°38'16" W, A DISTANCE OF 28.50 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR CORNER;

N 24°21'46" W, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR CORNER;

N 65°38'16" E, A DISTANCE OF 28.50 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET FOR CORNER;

N 24°21'44" W, A DISTANCE OF 160.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" SET IN THE NORTHWESTERLY LINE OF SAID LGI TRACT;

THENCE N 65°38'10" E, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 2,651.03 FEET TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF **115.813** ACRES OF LAND.

OWNERS DEDICATION

STATE OF TEXAS §

COUNTY OF COLLIN §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, LGI HOMES - TEXAS, LLC DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN-DESCRIBED PROPERTY PATRIOT ESTATES, PHASE 8, 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 PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDITION TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OR PROCURING THE PERMISSION OF ANYONE. ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS OR 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.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, AND REGULATIONS OF THE CITY OF VENUS, TEXAS.

WITNESS OUR HAND AT _____, TEXAS, THIS THE _____ 20_____

BY:

LGI HOMES - TEXAS, LLC
1450 LAKE ROBBINS DRIVE, SUITE 430
THE WOODLANDS, TEXAS 77380

_____
ELAINE TORRES
OFFICER

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, ELAINE TORRES KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE _____ DAY OF _____ 2021.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT:

THAT I, MARCOS A. MADRID A REGISTERED PROFESSIONAL LAND SURVEYOR, 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.

DATED THIS THE _____ DAY OF _____, 2021.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document"

_____
MARCOS A. MADRID
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6740

DATE: _____

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, MARCOS A. MADRID KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE _____ DAY OF _____ 2021.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

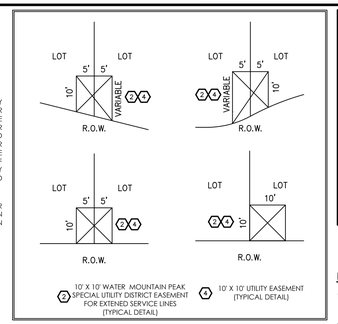
APPROVAL
I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING FINAL PLAT WAS APPROVED THIS _____ DAY OF _____, 20___ BY THE CITY COUNCIL OF VENUS, TEXAS.

SAID ADDITION SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCES OF THE CITY OF VENUS, TEXAS.

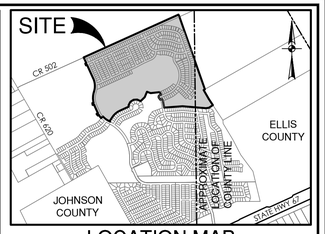
WITNESSED MY HAND THIS _____ DAY OF _____, 20___.

_____
CITY SECRETARY

_____
MAYOR



TYPICAL 10' X 10' EASEMENT DETAILS



LOCATION MAP

NOT-TO-SCALE

NOTE:

1. ALL PARK AND OPEN SPACE / COMMON AREA LOTS SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
2. SELLING A PORTION OF THIS ADDITION BY MEETS AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
3. THE BEARINGS AND COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM 1983 (NAD 83), (NA2011), EPOCH 2010.00 ON THE TEXAS COORDINATE SYSTEM AND ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202). ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 1.00012.
4. UPON COMPLETION OF CONSTRUCTION, ALL LOT AND BLOCK CORNERS WILL BE SET USING A 1/2-INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON". IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET A REBAR, A MAG NAIL OR X CUT WILL BE USED.
5. A PORTION OF THIS PLAT LIES WITHIN ZONE "A", DEFINED AS "SPECIAL FLOOD HAZARD AREAS (SFHA's) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED", AND PORTIONS LIE WITHIN ZONE "X" UNSHADED, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN," ACCORDING TO THE FLOOD INSURANCE RATE MAP OF JOHNSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48251C0250J, DATED DECEMBER 4, 2012, AS AFFECTED BY LOMR CASE NUMBER 20-06-1084P-480883, EFFECTIVE DATE JANUARY 4, 2021, AND ACCORDING TO THE FLOOD INSURANCE RATE MAP OF ELLIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48139C0150F, DATED JUNE 3, 2013, AS AFFECTED BY LOMR CASE NUMBER 20-06-1084P-480798, EFFECTIVE DATE JANUARY 4, 2021.
6. STREET INTERSECTIONS HAVE A 25' X 25' VISIBILITY, ACCESS AND MAINTENANCE EASEMENT, AS SHOWN HEREON.
7. WATER SERVICE HAVE A 10' X 10' MOUNTAIN PEAK SPECIAL UTILITY DISTRICT EASEMENT, AS SHOWN HEREON.

REFERENCE SHEET 4 OF 4
FOR LINE TABLE AND CURVE TABLE

OWNER/DEVELOPER:
LGI HOMES-TEXAS, LLC
1450 LAKE ROBBINS DRIVE, SUITE 430
THE WOODLANDS, TEXAS 77380
TEL: (281) 210-5484
FAX: (281) 210-2601

SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
5810 TENNYSON PARKWAY, SUITE 425
PLANO, TEXAS 75024
TEL: (214) 420-8494
TBPLS FIRM NO. 10194390

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

DATE OF PREPARATION: SEPTEMBER 10, 2021

FINAL PLAT OF PATRIOT ESTATES PHASE 8

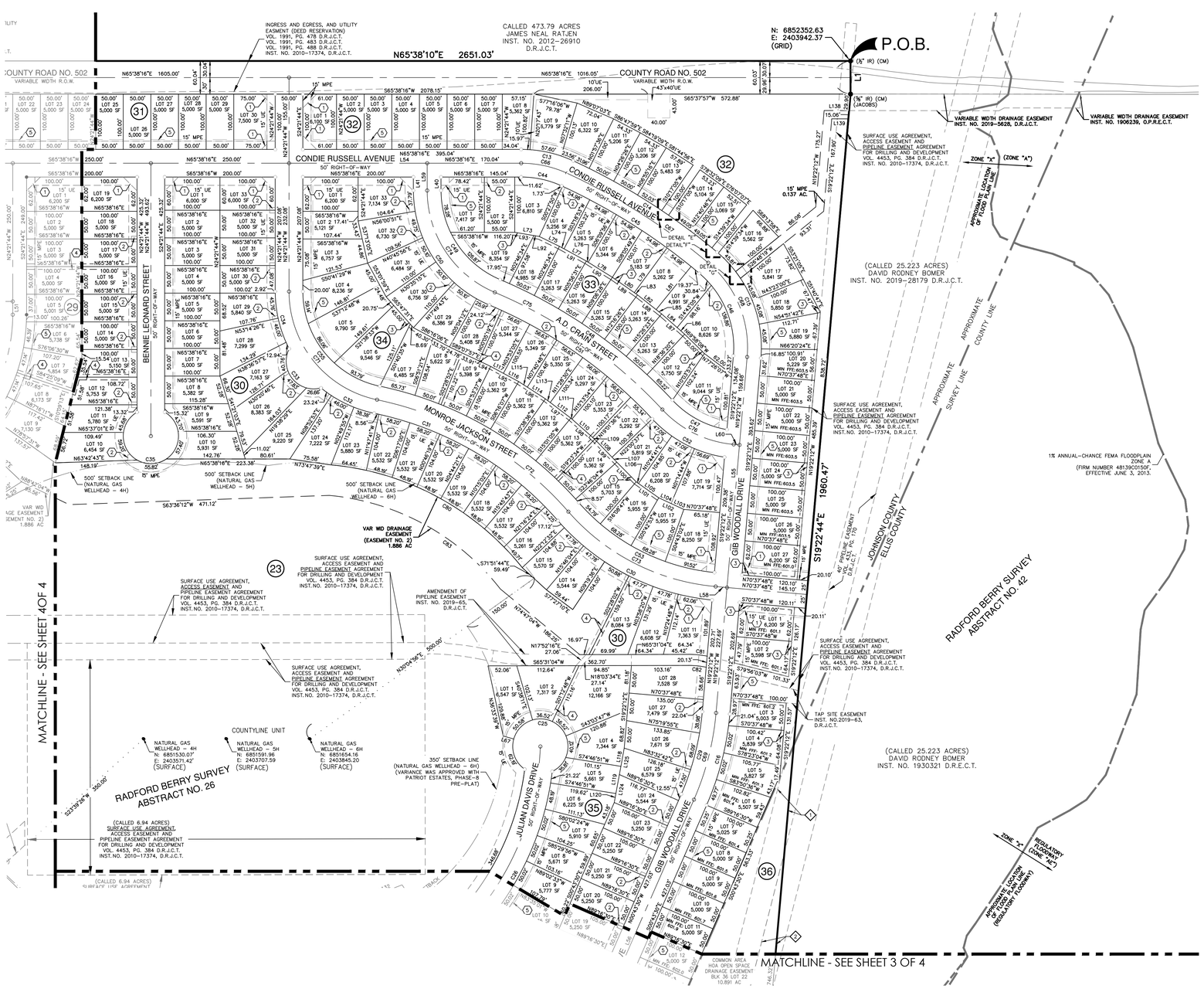
LOTS 1-21, BLOCK 23, COMMON AREA LOT 22, BLOCK 23; LOTS 1-10, BLOCK 24; LOTS 1-20, BLOCKS 25; LOTS 1-20, BLOCK 26; LOTS 1-15, BLOCK 27; LOTS 1-14, BLOCK 28; LOTS 1-19, BLOCK 29; LOTS 1-33, BLOCK 30; LOTS 1-30, BLOCK 31; LOTS 1-27, BLOCK 32, COMMON AREA LOT 28, BLOCK 32; LOTS 1-19, BLOCK 33; LOTS 1-33, BLOCK 34; LOTS 1-28, BLOCK 35; LOTS 1-21, BLOCK 36, COMMON AREA LOT 22, BLOCK 36; LOTS 1-15, BLOCK 37; LOTS 1-8, BLOCK 38

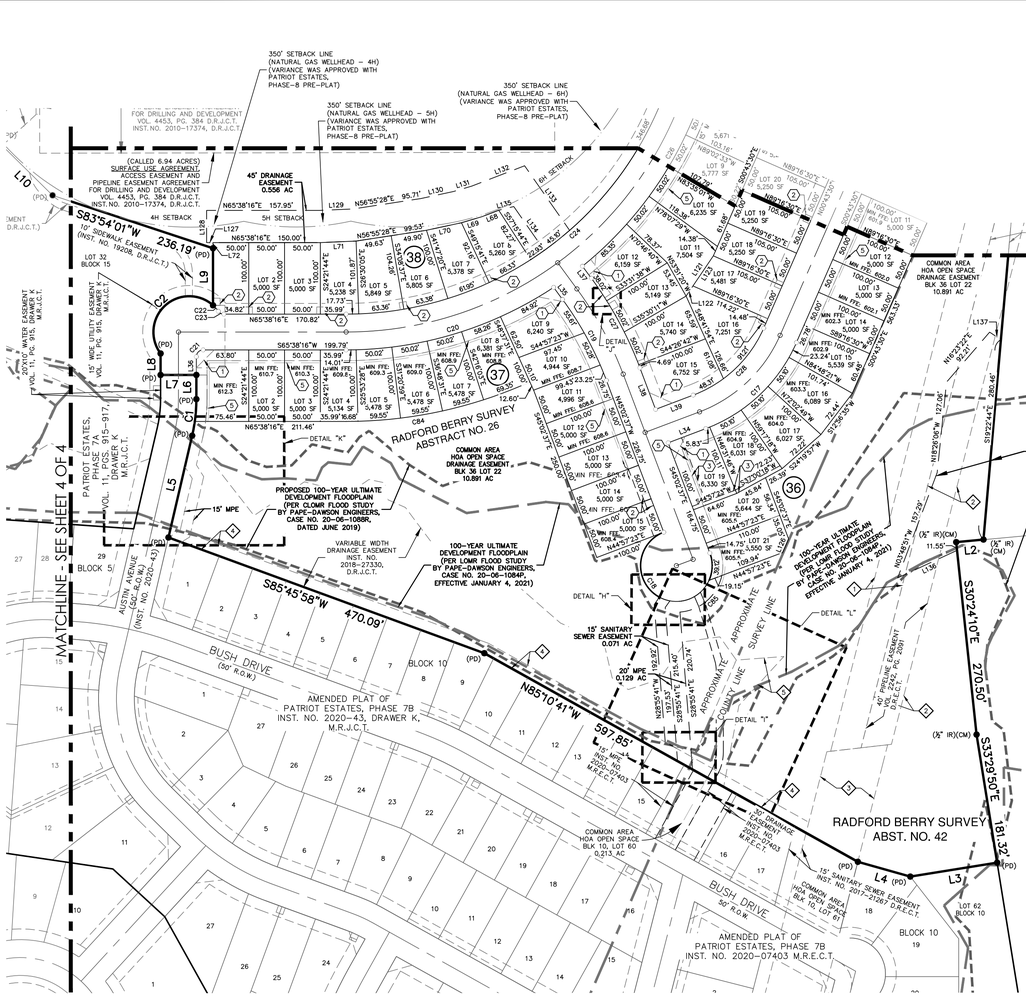
BEING A 115.81 ACRE TRACT SITUATED IN THE RADFORD BERRY SURVEY, ABSTRACT NO. 26, IN THE CITY OF VENUS, JOHNSON COUNTY, TEXAS AND THE RADFORD BERRY SURVEY, ABSTRACT NO. 42, IN THE CITY OF VENUS, ELLIS COUNTY, TEXAS .

333 RESIDENTIAL LOTS
3 COMMON AREA LOTS

SHEET 1 OF 4

Date: Sep 10, 2021, 8:51am User: ewilson File: C:\Users\ewilson\Documents\Active_22945\Plat\PATRIOT ESTATES PHASE 8 FINAL PLAT.dwg


N: 6852352.63
E: 2403942.37
(GRID)
P.O.B.
(⅝" IR) (CM)
N65°38'10"E 2651.03'
COUNTY ROAD NO. 502
VARIABLE WIDTH R.O.W.
CONDIE RUSSELL AVENUE
50' RIGHT-OF-WAY
BENNIE LEONARD STREET
50' RIGHT-OF-WAY
A.D. CRAIN STREET
50' RIGHT-OF-WAY
MONROE JACKSON STREET
50' RIGHT-OF-WAY
JULIAN DAVIS DRIVE
50' RIGHT-OF-WAY
GIB WOODALL DRIVE
50' RIGHT-OF-WAY
INGRESS AND EGRESS, AND UTILITY EASEMENT (DEED RESERVATION) VOL. 1991, PG. 478 D.R.J.C.T. VOL. 1991, PG. 483 D.R.J.C.T. VOL. 1991, PG. 488 D.R.J.C.T. INST. NO. 2010-17374, D.R.J.C.T.
CALLED 473.79 ACRES JAMES NEAL RATJEN INST. NO. 2012-26910 D.R.J.C.T.
VAR WD DRAINAGE EASEMENT (EASEMENT NO. 2) 1.886 AC
VAR WD EASEMENT NO. 2) 1.886 AC
SURFACE USE AGREEMENT, ACCESS EASEMENT AND PIPELINE EASEMENT AGREEMENT FOR DRILLING AND DEVELOPMENT VOL. 4453, PG. 384 D.R.J.C.T. INST.NO. 2010-17374, D.R.J.C.T.
AMENDMENT OF PIPELINE EASEMENT INST. NO. 2019-65, D.R.J.C.T.
COUNTYLINE UNIT
NATURAL GAS WELLHEAD – 4H N: 6851530.07' E: 2403571.42' (SURFACE)
NATURAL GAS WELLHEAD – 5H N: 6851591.96 E: 2403707.59 (SURFACE)
NATURAL GAS WELLHEAD – 6H N: 6851654.10 E: 2403845.20 (SURFACE)
500' SETBACK LINE (NATURAL GAS WELLHEAD – 4H)
500' SETBACK LINE (NATURAL GAS WELLHEAD – 5H)
500' SETBACK LINE (NATURAL GAS WELLHEAD – 6H)
350' SETBACK LINE (NATURAL GAS WELLHEAD – 6H) (VARIANCE WAS APPROVED WITH PATRIOT ESTATES, PHASE–8 PRE–PLAT)
MATCHLINE - SEE SHEET 4OF 4
MATCHLINE - SEE SHEET 3 OF 4
RADFORD BERRY SURVEY ABSTRACT NO. 26
RADFORD BERRY SURVEY ABSTRACT NO. 42
(CALLED 6.94 ACRES) SURFACE USE AGREEMENT, ACCESS EASEMENT AND PIPELINE EASEMENT AGREEMENT FOR DRILLING AND DEVELOPMENT VOL. 4453, PG. 384 D.R.J.C.T. INST.NO. 2010-17374, D.R.J.C.T.
(CALLED 25.223 ACRES) DAVID RODNEY BOMER INST. NO. 2019-28179 D.R.J.C.T.
(CALLED 25.223 ACRES) DAVID RODNEY BOMER INST. NO. 1930321 D.R.E.C.T.
VARIABLE WIDTH DRAINAGE EASEMENT INST. NO. 2019-5628, D.R.J.C.T.
VARIABLE WIDTH DRAINAGE EASEMENT INST. NO. 1906239, O.P.R.E.C.T.
SURFACE USE AGREEMENT, ACCESS EASEMENT AND PIPELINE EASEMENT AGREEMENT FOR DRILLING AND DEVELOPMENT VOL. 4453, PG. 384 D.R.J.C.T. INST. NO. 2010-17374, D.R.J.C.T.
ZONE "X" (ZONE "A")
APPROXIMATE LOCATION OF FLOOD PLAIN LINE
1% ANNUAL-CHANCE FEMA FLOODPLAIN ZONE A (FIRM NUMBER 48139C0150F, EFFECTIVE JUNE 3, 2013.
APPROXIMATE SURVEY LINE
APPROXIMATE COUNTY LINE
JOHNSON COUNTY
ELLIS COUNTY
40' PIPELINE EASEMENT VOL. 453, PG. 170 D.R.J.C.T.
TAP SITE EASEMENT INST. NO.2019-63, D.R.J.C.T.
ZONE "X"
REGULATORY FLOODWAY (ZONE "AE")
APPROXIMATE LOCATION OF 100-YEAR FLOOD (REGULATORY FLOODWAY)
COMMON AREA HOA OPEN SPACE DRAINAGE EASEMENT BLK. 36 LOT 22 10.891 AC
(⅝" IR) (CM) (JACOBS)
S19°22'44"E 1960.47'
S65°38'16"E 2078.15'
N65°38'16"E 1016.05'
S65°37'57"W 572.88'
N65°38'16"E 1605.00'
N65°38'16"E 395.04'
N65°38'16"E 170.04'
N65°38'16"E 250.00'
S65°38'16"W 250.00'
N65°38'16"E 200.00'
S65°38'16"W 200.00'
S63°36'12"W 471.12'
S73°43'39"E
N73°47'39"E
S23°59'26"W 350.00'
N30°04'56"E 500.00'
S65°31'04"W 362.70'
N65°31'04"E 64.34'
S19°22'12"E 175.23'
S19°22'12"E 167.90'
S19°22'12"E 465.39'
S19°22'12"E 393.65'
S19°22'12"E 206.87'
S19°22'12"E 195.81'
S19°22'12"E 195.81'
S19°22'12"E 195.81

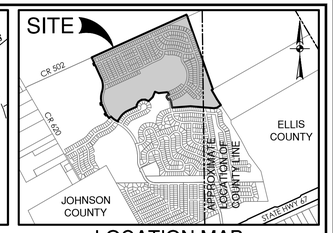


DETAIL "K"
SCALE: 1" = 60'

DETAIL "H"
SCALE: 1" = 20'

DETAIL "I"
SCALE: 1" = 20'

DETAIL "J"
SCALE: 1" = 20'



LOCATION MAP
NOT-TO-SCALE

SCALE: 1"= 100'

0' 100' 200' 300'

NOTE:

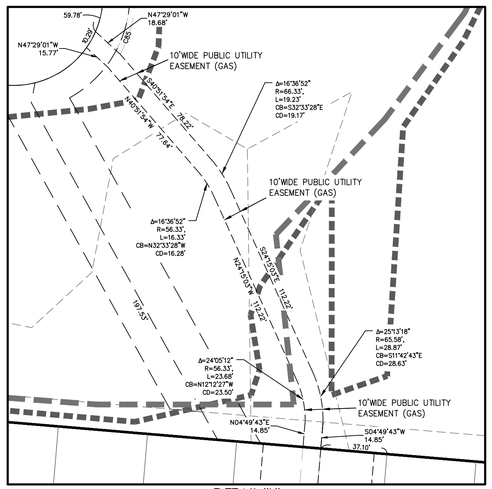
1. ALL PARK AND OPEN SPACE / COMMON AREA LOTS SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
2. SELLING A PORTION OF THIS ADDITION BY MEETS AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
3. THE BEARINGS AND COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM 1983 (NAD 83), (NA2011), EPOCH 2010.00 ON THE TEXAS COORDINATE SYSTEM AND ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202). ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 1.00012.
4. UPON COMPLETION OF CONSTRUCTION, ALL LOT AND BLOCK CORNERS WILL BE SET USING A 1/2-INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON", IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET A REBAR, A MAG NAIL OR X CUT WILL BE USED.
5. A PORTION OF THIS PLAT LIES WITHIN ZONE "A", DEFINED AS "SPECIAL FLOOD HAZARD AREAS (SFHA)) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED", AND PORTIONS LIE WITHIN ZONE "X" UNSHADED, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN." ACCORDING TO THE FLOOD INSURANCE RATE MAP OF JOHNSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48251C0250J, DATED DECEMBER 4, 2012, AS AFFECTED BY LOMR CASE NUMBER 20-06-1084P-480883, EFFECTIVE DATE JANUARY 4, 2021, AND ACCORDING TO THE FLOOD INSURANCE RATE MAP OF ELLIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48139C0150F, DATED JUNE 3, 2013, AS AFFECTED BY LOMR CASE NUMBER 20-06-1084P-480798, EFFECTIVE DATE JANUARY 4, 2021.
6. STREET INTERSECTIONS HAVE A 25' X 25' VISIBILITY, ACCESS AND MAINTENANCE EASEMENT, AS SHOWN HEREON.
7. WATER SERVICE HAVE A 10' X 10' MOUNTAIN PEAK SPECIAL UTILITY DISTRICT EASEMENT, AS SHOWN HEREON.

LEGEND

D.R.E.C.T.	DEED RECORDS, ELLIS COUNTY, TEXAS
D.R.J.C.T.	DEED RECORDS, JOHNSON COUNTY, TEXAS
M.R.E.C.T.	MAP RECORDS, ELLIS COUNTY, TEXAS
M.R.J.C.T.	MAP RECORDS, JOHNSON COUNTY, TEXAS
MPE	MOUNTAIN PEAK SPECIAL UTILITY DISTRICT EASEMENT
UE	UTILITY EASEMENT
MIN FFE	MINIMUM FINISHED FLOOR ELEVATION
ROW	RIGHT-OF-WAY
VAR WD	VARIABLE WIDTH
(CM)	CONTROLLING MONUMENT
●	FOUND MONUMENT (AS NOTED)
(PD) ●	FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"
○	SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"
(1)	BLOCK NUMBER
P.O.B.	POINT OF BEGINNING

SURVEY ABSTRACT LINE
℄ CENTERLINE
EFFECTIVE (EXISTING) FEMA 1% ANNUAL CHANCE (100-YR) FLOODPLAIN
PROPOSED FEMA 1% ANNUAL CHANCE (100-YR) FLOODPLAIN

1. 25' X 25' VISIBILITY, ACCESS, AND MAINTENANCE EASEMENT
2. 10' X 10' WATER EASEMENT FOR EXTENED SERVICE LINES (CENTERED ON LOT LINE WITH 5' ON EACH LOT UNLESS SHOWN OTHERWISE)
3. 5' WALL MAINTENANCE EASEMENT
4. 10' UTILITY EASEMENT (CENTERED ON LOT LINE WITH 5' ON EACH LOT UNLESS SHOWN OTHERWISE)
5. 3' WIDE PUBLIC UTILITY EASEMENT, (3' OFFSET FROM REAR OF 15' MPE
1. EASEMENT TO OLD OCEAN FUEL COMPANY (VOL 473, PG 569, D.R.E.C.T.)
2. EASEMENT B 50' PIPELINE EASEMENT ENSERCH CORPORATION (VOL 2110, PG 396, D.R.J.C.T.) (VOL 3520, PG 227, D.R.J.C.T.)
3. EASEMENT TO OLD OCEAN FUEL COMPANY (VOL 470, PG 541, D.R.E.C.T.)
4. 15' SANITARY SEWER EASEMENT (INSTRUMENT NO. 2017-18239, D.R.J.C.T.)
5. VARIABLE WIDTH DRAINAGE EASEMENT (INSTRUMENT NO. 1828348, D.R.E.C.T.)



DETAIL "L"
SCALE: 1" = 40'

REFERENCE SHEET 4 OF 4 FOR LINE TABLE AND CURVE TABLE

OWNER/DEVELOPER:
LGI HOMES-TEXAS, LLC
1450 LAKE ROBBINS DRIVE, SUITE 430
THE WOODLANDS, TEXAS 77380
TEL: (281) 210-5484
FAX: (281) 210-2601

SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
5810 TENNYSON PARKWAY, SUITE 425
PLANO, TEXAS 75024
TEL: (214) 420-8494
TBPLS FIRM NO. 10194390

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

DATE OF PREPARATION: SEPTEMBER 10, 2021

FINAL PLAT OF PATRIOT ESTATES PHASE 8

LOTS 1-21, BLOCK 23, COMMON AREA LOT 22, BLOCK 23; LOTS 1-10, BLOCK 24; LOTS 1-20, BLOCKS 25; LOTS 1-20, BLOCK 26; LOTS 1-15, BLOCK 27; LOTS 1-14, BLOCK 28; LOTS 1-19, BLOCK 29; LOTS 1-33, BLOCK 30; LOTS 1-30, BLOCK 31; LOTS 1-27, BLOCK 32, COMMON AREA LOT 28, BLOCK 32; LOTS 1-19, BLOCK 33; LOTS 1-33, BLOCK 34; LOTS 1-28, BLOCK 35; LOTS 1-21, BLOCK 36, COMMON AREA LOT 22, BLOCK 36; LOTS 1-15, BLOCK 37; LOTS 1-8, BLOCK 38

BEING A 115.81 ACRES SITUATED IN THE RADFORD BERRY SURVEY, ABSTRACT NO. 26, (109.98 AC) IN THE CITY OF VENUS, JOHNSON COUNTY, TEXAS AND THE RADFORD BERRY SURVEY, ABSTRACT NO. 42 (5.72 AC) IN THE CITY OF VENUS, ELLIS COUNTY, TEXAS .

333 RESIDENTIAL LOTS
3 COMMON AREA LOTS

SHEET 3 OF 4

© Pape-Dawson Engineers, Inc. 2021 | C:\Users\vcook\Desktop\Temp Deletion\...\08645-01 - Plat Ph8.dwg | Plot: 10, 2021 8:39am | vcook

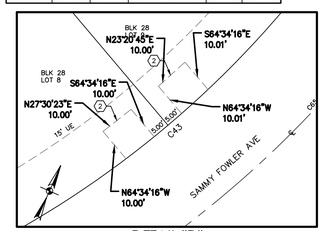
CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	225.00'	13°06'09"	N17°48'39"W	51.34'	51.45'
C2	50.00'	168°37'51"	N23°05'00"E	99.51'	147.16'
C3	470.00'	20°31'30"	N52°05'46"W	167.47'	168.37'
C4	530.00'	11°02'46"	N36°18'38"W	102.02'	102.18'
C5	175.00'	10°03'28"	S53°28'11"W	30.68'	30.72'
C6	225.00'	10°05'24"	N54°12'52"E	39.57'	39.62'
C7	530.00'	1°00'38"	N24°52'03"W	9.35'	9.35'
C8	500.00'	4°19'46"	N22°11'51"W	37.77'	37.78'
C9	225.00'	5°34'14"	S79°45'30"W	21.87'	21.88'
C10	175.00'	4°23'15"	N80°20'59"E	13.40'	13.40'
C11	500.00'	32°32'54"	N01°59'33"E	280.23'	284.04'
C12	470.00'	42°37'44"	N03°02'52"W	341.68'	349.69'
C13	225.00'	24°44'12"	N78°00'22"E	96.39'	97.14'
C14	1155.00'	15°20'53"	S81°57'06"E	308.47'	309.40'
C15	225.00'	54°54'27"	S46°49'25"E	207.46'	215.62'
C16	525.00'	18°38'43"	S10°02'51"E	170.09'	170.85'
C17	225.00'	45°40'52"	S22°06'57"W	174.68'	179.39'
C18	50.00'	270°00'01"	S89°57'21"W	70.71'	235.62'
C19	475.00'	15°34'44"	N52°49'59"W	128.76'	129.15'
C20	525.00'	33°31'51"	S48°52'20"W	302.88'	307.24'
C21	9.50'	90°00'00"	S20°38'16"W	13.44'	14.92'
C22	50.00'	12°48'01"	S66°12'04"E	11.15'	11.17'
C23	9.50'	54°33'41"	S87°04'54"E	8.71'	9.05'
C24	475.00'	82°55'25"	N24°10'33"E	629.01'	687.46'
C25	50.00'	299°56'16"	N70°06'15"E	50.05'	261.75'
C26	525.00'	44°10'58"	S04°33'24"W	394.89'	404.85'
C27	525.00'	15°34'44"	S52°49'59"E	142.31'	142.75'
C28	175.00'	45°40'53"	N22°06'57"E	135.86'	139.53'
C29	475.00'	18°38'43"	N10°02'51"W	153.89'	154.57'
C30	425.00'	43°17'47"	N87°07'52"W	313.57'	321.16'
C31	605.00'	37°07'22"	N84°02'39"W	385.17'	391.99'
C32	225.00'	27°24'21"	N88°54'10"W	106.60'	107.62'
C33	50.00'	132°03'40"	N63°29'02"W	91.38'	115.24'
C34	225.00'	27°24'21"	N38°03'55"W	106.60'	107.62'
C35	50.00'	300°00'00"	S65°38'16"W	50.00'	261.80'
C36	325.00'	90°00'00"	S20°38'16"W	459.62'	510.51'
C37	225.00'	16°52'38"	S74°04'35"W	66.04'	66.28'
C38	530.00'	22°02'30"	S07°14'45"W	202.63'	203.89'
C39	440.00'	42°37'44"	S03°02'52"E	319.87'	327.37'
C40	470.00'	17°28'17"	S33°05'53"E	142.76'	143.32'
C41	175.00'	16°35'24"	S73°55'58"W	50.49'	50.67'
C42	530.00'	15°10'44"	N16°46'22"W	140.00'	140.41'
C43	275.00'	89°47'30"	S20°44'31"W	388.20'	430.97'
C44	175.00'	24°44'12"	N78°00'22"E	74.97'	75.55'
C45	1105.00'	15°20'53"	S81°57'06"E	295.12'	296.00'
C46	175.00'	54°54'27"	S46°49'25"E	161.36'	167.71'
C47	175.00'	37°21'38"	N85°56'43"W	112.10'	114.11'
C48	905.00'	24°15'45"	N79°23'47"W	380.38'	383.23'
C49	175.00'	67°09'56"	N57°56'42"W	193.60'	205.15'
C50	225.00'	67°09'56"	S57°56'42"E	248.91'	263.76'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C51	855.00'	24°15'45"	S79°23'47"E	359.36'	362.06'
C52	225.00'	38°25'00"	S86°28'24"E	148.05'	150.86'
C53	375.00'	43°13'03"	N87°05'30"W	276.20'	282.86'
C54	655.00'	37°07'22"	N84°02'39"W	417.00'	424.38'
C55	175.00'	78°14'36"	N63°29'02"W	220.84'	238.98'
C56	500.00'	13°47'03"	S34°56'30"E	120.00'	120.29'
C57	500.00'	3°41'14"	S26°12'21"E	32.17'	32.18'
C58	470.00'	7°07'33"	S20°47'58"E	58.41'	58.45'
C59	470.00'	35°30'11"	S00°30'54"W	286.60'	291.23'
C60	500.00'	24°44'29"	N05°53'45"E	214.24'	215.91'
C61	500.00'	17°53'15"	N15°25'07"W	155.46'	156.10'
C62	200.00'	13°05'59"	S55°24'02"W	45.63'	45.73'
C63	200.00'	9°46'49"	S77°39'13"W	34.10'	34.14'
C64	200.00'	17°53'15"	N74°34'53"E	62.19'	62.44'
C65	300.00'	90°00'00"	N20°38'16"E	424.26'	471.24'
C66	200.00'	24°44'12"	S78°00'22"W	85.68'	86.35'
C67	1130.00'	15°20'53"	N81°57'06"W	301.80'	302.70'
C68	200.00'	54°54'27"	N46°49'25"W	184.41'	191.66'
C69	500.00'	18°38'42"	N10°02'51"W	161.99'	162.71'
C70	200.00'	45°40'52"	N22°06'57"E	155.27'	159.46'
C71	200.00'	63°40'08"	S56°11'48"E	210.99'	222.25'
C72	630.00'	37°07'22"	N84°02'39"W	401.08'	408.19'
C73	400.00'	43°53'14"	S87°25'35"E	298.96'	306.39'
C74	200.00'	67°09'56"	S57°56'42"E	221.26'	234.45'
C75	880.00'	24°15'45"	N79°23'47"W	369.87'	372.65'
C76	200.00'	42°06'18"	S88°19'03"E	143.69'	146.97'
C77	500.00'	15°34'44"	N52°49'59"W	135.53'	135.95'
C78	500.00'	36°15'37"	N47°30'28"E	311.18'	316.43'
C79	500.00'	51°45'21"	N03°29'58"E	436.46'	451.66'
C80	501.00'	46°07'27"	S86°06'13"E	392.51'	403.32'
C81	175.00'	11°09'01"	S71°10'39"W	34.00'	34.06'
C82	155.00'	11°56'38"	S71°34'42"W	32.25'	32.31'
C83	445.00'	46°41'45"	N85°40'05"W	352.72'	362.67'
C84	625.00'	24°15'47"	N53°30'22"E	262.70'	264.67'
C85	65.00'	73°23'23"	S24°29'15"W	77.68'	83.26'

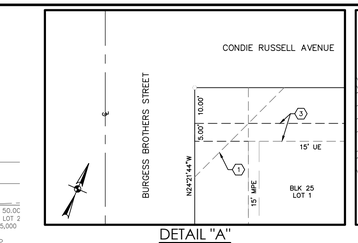
LINE TABLE		
LINE #	BEARING	LENGTH
L1	S24°21'50"E	60.02'
L2	S60°21'25"W	38.30'
L3	S56°30'10"W	122.94'
L4	S81°25'25"W	76.21'
L5	N11°15'35"W	146.08'
L6	N24°21'44"W	33.89'
L7	S65°38'16"W	50.00'
L8	N24°21'44"W	30.00'
L9	N24°21'44"W	79.77'
L10	N69°44'05"W	98.81'
L11	S23°01'16"W	149.00'
L12	S45°36'36"W	146.26'
L13	N64°45'47"W	95.00'
L14	S86°16'55"W	95.00'
L15	S57°19'37"W	95.00'
L16	S28°22'19"W	95.00'
L17	S06°20'28"E	39.89'
L18	S61°47'05"W	65.43'
L19	S53°04'47"W	66.92'
L20	S44°15'22"W	66.92'
L21	S36°08'25"W	61.08'
L22	S34°04'05"W	108.86'
L23	S24°28'09"E	22.44'
L24	N62°21'31"W	61.51'
L25	S48°09'59"W	60.00'
L26	N38°17'00"W	50.06'
L27	S82°32'37"W	17.08'
L28	N07°27'23"W	50.00'
L29	N82°32'37"E	17.08'
L30	S65°38'16"W	28.50'
L31	N24°21'46"W	50.00'
L32	N65°38'16"E	28.50'
L33	N24°21'44"W	160.00'
L34	S44°57'23"W	56.17'
L35	N60°37'21"W	20.95'
L36	S24°21'44"E	25.50'
L37	S60°37'21"E	20.95'
L38	S45°02'37"E	62.00'
L39	N44°57'23"E	56.17'
L40	N24°21'44"W	24.30'
L41	S24°21'44"E	24.30'
L42	S24°21'44"E	187.33'
L43	S61°57'02"W	18.86'
L44	S72°45'49"W	12.89'
L45	S82°32'37"W	17.08'
L46	S65°38'16"W	58.50'
L47	S65°38'16"W	30.00'
L48	S83°31'31"W	25.45'
L49	S65°38'16"W	93.52'
L50	S65°38'16"W	250.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L51	S24°21'44"E	24.00'
L52	N24°21'44"W	250.00'
L53	S65°38'16"W	250.00'
L54	S65°38'16"W	250.00'
L55	N19°22'12"W	258.94'
L56	N00°43'30"W	427.03'
L57	N44°57'23"E	81.17'
L58	N70°37'48"E	20.62'
L59	N24°21'44"W	49.30'
L60	N70°37'48"E	10.53'
L61	N44°57'23"E	25.00'
L62	N45°02'37"W	189.75'
L63	N45°02'37"W	87.00'
L64	N60°37'21"W	45.36'
L65	N24°21'44"W	60.00'
L66	N65°38'16"E	234.29'
L67	N81°24'01"E	19.87'
L68	N44°36'17"E	24.84'
L69	N49°05'54"E	30.21'
L70	N53°28'50"E	50.00'
L71	N63°11'22"E	49.97'
L72	S24°21'44"E	7.94'
L73	S75°16'12"W	45.06'
L74	N15°38'27"W	9.45'
L75	N88°22'48"W	40.55'
L76	N82°28'30"W	3.92'
L77	N85°38'27"W	46.07'
L78	N82°28'30"W	51.60'
L79	S11°52'02"W	100.17'
L80	N79°18'33"W	48.39'
L81	S14°43'05"E	100.23'
L82	N76°08'36"W	42.83'
L83	N79°18'33"W	7.13'
L84	N72°58'38"W	37.37'
L85	N76°08'36"W	12.66'
L86	N72°58'38"W	18.15'
L87	S72°58'38"E	55.52'
L88	S76°08'36"E	55.52'
L89	S79°18'33"E	55.52'
L90	S82°28'30"E	55.52'
L91	S85°38'27"E	55.52'
L92	N75°16'12"E	9.91'
L93	N75°16'12"E	35.15'
L94	N89°00'32"W	23.79'
L95	S85°55'08"E	57.63'
L96	S81°32'39"E	57.63'
L97	S77°01'01"E	57.63'
L98	S72°47'40"E	57.63'
L99	S68°25'11"E	57.63'
L100	S68°54'57"E	50.00'

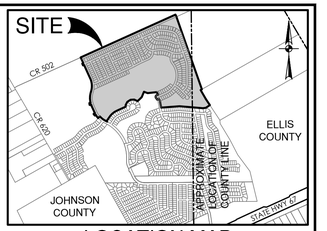
LINE TABLE		
LINE #	BEARING	LENGTH
L101	S79°04'10"E	50.00'
L102	S89°30'04"E	50.00'
L103	N89°30'04"W	25.41'
L104	N89°30'04"W	24.59'
L105	N79°04'10"W	44.96'
L106	N79°04'10"W	5.04'
L107	N68°25'11"W	12.34'
L108	N68°25'11"W	45.29'
L109	N72°47'40"W	4.83'
L110	N72°47'40"W	49.99'
L111	N72°47'40"W	2.82'
L112	N77°10'10"W	46.63'
L113	N77°10'10"W	10.96'
L114	N81°32'39"W	39.04'
L115	N81°32'39"W	18.60'
L116	N85°55'08"W	31.40'
L117	N85°55'08"W	26.23'
L118	S13°58'09"E	33.52'
L119	S13°58'09"E	50.01'
L120	S13°58'09"E	16.50'
L121	S09°43'32"W	67.95'
L122	N09°43'32"E	17.11'
L123	N09°43'32"E	50.84'
L124	N13°58'09"W	51.37'
L125	N13°58'09"W	48.67'
L126	S00°43'30"E	20.89'
L127	S65°38'16"W	8.91'
L128	N24°21'44"W	45.00'
L129	N63°11'22"E	46.54'
L130	N53°28'50"E	46.93'
L131	N49°05'54"E	26.72'
L132	N44°36'17"E	79.07'
L133	S59°12'50"E	109.99'
L134	N59°12'50"W	74.69'
L135	S51°51'23"W	21.57'
L136	S40°42'58"W	91.51'
L137	S80°32'16"E	18.96'
L138	N65°41'41"E	45.14'
L139	S65°41'41"W	30.08'
L140	S10°46'39"W	11.28'
L141	N10°46'39"E	12.46'



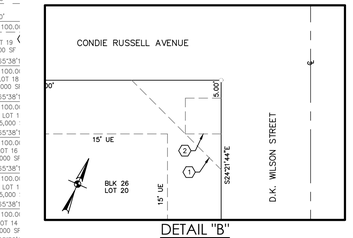
DETAIL "D"
SCALE: 1" = 20'



DETAIL "A"
SCALE: 1" = 20'

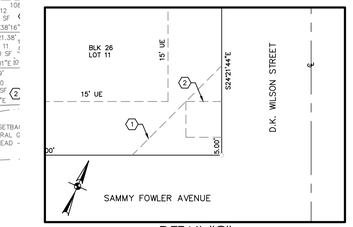


LOCATION MAP
NOT-TO-SCALE



DETAIL "B"
SCALE: 1" = 20'

SCALE: 1"= 100'
0' 100' 200' 300'



DETAIL "C"
SCALE: 1" = 20'

NOTE:

1. ALL PARK AND OPEN SPACE / COMMON AREA LOTS SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
2. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
3. THE BEARINGS AND COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM 1983 (NAD 83), (NA2011). EPOCH 2010.00 ON THE TEXAS COORDINATE SYSTEM AND ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202). ALL DISTANCES ARE SURFACE DISTANCES WITH A SURFACE TO GRID SCALE FACTOR OF 1.00012.
4. UPON COMPLETION OF CONSTRUCTION, ALL LOT AND BLOCK CORNERS WILL BE SET USING A 1/2-INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON", IN AREAS WHERE IT IS NOT PHYSICALLY POSSIBLE TO SET A REBAR, A MAG NAIL OR X CUT WILL BE USED.
5. A PORTION OF THIS PLAT LIES WITHIN ZONE "A", DEFINED AS "SPECIAL FLOOD HAZARD AREAS (SFHA's) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. NO BASE FLOOD ELEVATIONS DETERMINED", AND PORTIONS LIE WITHIN ZONE "X (UNSHADED, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN." ACCORDING TO THE FLOOD INSURANCE RATE MAP OF JOHNSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48251C0250J. DATED DECEMBER 4, 2012. AS AFFECTED BY LOMR CASE NUMBER 20-06-1084P-480883. EFFECTIVE DATE JANUARY 4, 2021, AND ACCORDING TO THE FLOOD INSURANCE RATE MAP OF ELLIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48139C0150F. DATED JUNE 3, 2013. AS AFFECTED BY LOMR CASE NUMBER 20-06-1084P-480798, EFFECTIVE DATE JANUARY 4, 2021.
6. STREET INTERSECTIONS HAVE A 25' X 25' VISIBILITY, ACCESS AND MAINTENANCE EASEMENT, AS SHOWN HEREON.
7. WATER SERVICE HAVE A 10' X 10' MOUNTAIN PEAK SPECIAL UTILITY DISTRICT EASEMENT, AS SHOWN HEREON.

LEGEND

D.R.E.C.T.	DEED RECORDS, ELLIS COUNTY, TEXAS	ROW	RIGHT-OF-WAY
D.R.J.C.T.	DEED RECORDS, JOHNSON COUNTY, TEXAS	VAR WD (DM)	VARIABLE WIDTH CONTROLLING MONUMENT
M.R.E.C.T.	MAP RECORDS, ELLIS COUNTY, TEXAS	●	FOUND MONUMENT (AS NOTED)
M.R.J.C.T.	MAP RECORDS, JOHNSON COUNTY, TEXAS	(PD)●	FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"
MPE	MOUNTAIN PEAK SPECIAL UTILITY DISTRICT EASEMENT	○	SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"
UE	UTILITY EASEMENT	1	BLOCK NUMBER
MIN FFE	MINIMUM FINISHED FLOOR ELEVATION	P.O.B.	POINT OF BEGINNING
	SURVEY ABSTRACT LINE		
	CENTERLINE		
	EFFECTIVE (EXISTING) FEMA 1% ANNUAL CHANCE (100-YR) FLOODPLAIN		
	PROPOSED FEMA 1% ANNUAL CHANCE (100-YR) FLOODPLAIN		

1	25' X 25' VISIBILITY, ACCESS, AND MAINTENANCE EASEMENT	1	EASEMENT TO OLD OCEAN FUEL COMPANY (VOL 473, PG 569, D.R.E.C.T.)
2	10' X 10' WATER EASEMENT FOR EXTENED SERVICE LINES (CENTERED ON LOT LINE WITH 5' ON EACH LOT UNLESS SHOWN OTHERWISE)	2	EASEMENT 8 50' PIPELINE EASEMENT ENSERCH CORPORATION (VOL 2110, PG 396, D.R.J.C.T.) (VOL 3520, PG 227, D.R.J.C.T.)
3	5' WALL MAINTENANCE EASEMENT	3	EASEMENT TO OLD OCEAN FUEL COMPANY (VOL 470, PG 541, D.R.E.C.T.)
4	10' UTILITY EASEMENT (CENTERED ON LOT LINE WITH 5' ON EACH LOT UNLESS SHOWN OTHERWISE)	4	15' SANITARY SEWER EASEMENT (INSTRUMENT NO. 2017-18239, D.R.J.C.T.)
5	3' WIDE PUBLIC UTILITY EASEMENT, (5' OFFSET FROM REAR OF 15' MPE	5	VARIABLE WIDTH DRAINAGE EASEMENT (INSTRUMENT NO. 1828348, D.R.E.C.T.)

REFERENCE SHEET 4 OF 4
FOR LINE TABLE AND CURVE TABLE

OWNER/DEVELOPER:
LGI HOMES-TEXAS, LLC
1450 LAKE ROBBINS DRIVE, SUITE 430
THE WOODLANDS, TEXAS 77380
TEL: (281) 210-5484
FAX: (281) 210-2601

SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
5810 TENNYSON PARKWAY, SUITE 425
PLANO, TEXAS 75024
TEL: (214) 420-8494
TBPLS FIRM NO. 10194390

DATE OF PREPARATION: SEPTEMBER 10, 2021

FINAL PLAT OF PATRIOT ESTATES PHASE 8

LOTS 1-21, BLOCK 23, COMMON AREA LOT 22, BLOCK 23; LOTS 1-10, BLOCK 24; LOTS 1-20, BLOCKS 25; LOTS 1-20, BLOCK 26; LOTS 1-15, BLOCK 27; LOTS 1-14, BLOCK 28; LOTS 1-19, BLOCK 29; LOTS 1-33, BLOCK 30; LOTS 1-30, BLOCK 31; LOTS 1-27, BLOCK 32, COMMON AREA LOT 28, BLOCK 32; LOTS 1-19, BLOCK 33; LOTS 1-33, BLOCK 34; LOTS 1-28, BLOCK 35; LOTS 1-21, BLOCK 36, COMMON AREA LOT 22, BLOCK 36; LOTS 1-15, BLOCK 37; LOTS 1-8, BLOCK 38

BEING A 115.813 ACRES SITUATED IN THE RADFORD BERRY SURVEY, ABSTRACT NO. 26, (109.98 AC) IN THE CITY OF VENUS, JOHNSON COUNTY, TEXAS AND THE RADFORD BERRY SURVEY, ABSTRACT NO. 42 (5.72 AC) IN THE CITY OF VENUS, ELLIS COUNTY, TEXAS .

333 RESIDENTIAL LOTS
3 COMMON AREA LOTS

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

Patriot Estates Phase 8



9/16/2021, 3:56:57 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Parcels | County Road | X | County Boundary

Road Centerlines | FEMA Flood Zones 2019 | City Boundaries

City Street | A | VENUS

Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, Intermap,

ArcGIS Web AppBuilder

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

Case Report – Adelina Place Addition – Final Plat
Planning and Zoning Commission – September 23, 2021
City Council - October 12, 2021

To: Planning and Zoning Commission
Mayor and City Council

From: David R. Gattis, FAICP

Request: Consider a Final Plat for Lot 1, Block A, Adelina Place Addition, a one-lot commercial subdivision, being 0.78 acres out of the Radford Berry Survey, Abstract 26, Johnson County, generally located east of North FW 157 and north of U.S. 67, in the City of Venus

---

Owners: Adelina Properties, LLC, Venus, TX

Surveyor: Rangel Land Surveying, Heath, TX

Location: Generally located east of North FM 157 north of U.S. 67

Zoning: C-1-Commercial.

Current Use: vacant

Analysis: The final plat covers 0.78 acres and creates a single commercial lot out of two existing residential tracts. The property conforms to the zoning regulations.

The property to the north is zoned commercial and contains a mini-warehouse facility. The property to the south is zoned commercial and contains a fast-food restaurant (Sonic). The property to the west is not currently in the City limits and is vacant. The property to the east is vacant and is owned by the Venus ISD.

The property is adjacent to and will gain access from North FM 157 to the west. The property generally drains to the north toward an unnamed tributary of Grassy Creek. The property is not within the 100-year floodplain.

Water and sewer will be provided by the City of Venus.

The staff provided the applicant with a number of comments on September 8th:

1. Please show the width of the right-of-way for FM 157 adjacent to the proposed lot. In general, show all lot lines and right-of-way lines within 200 feet of the proposed lot (including County Road 620).

2. Please verify with TxDOT that additional right-of-way is not needed at this time for the future widening of FM 157 or show the necessary right-of-way dedication.

3. Two of the deed references (Adelina Properties and Venus ISD) have incomplete information (e.g. Vol ?, Pg ?). Please complete.

4. Please show all existing easements. We believe that there may be a waterline easement along the front of the property.

5. Please add a 5-foot general utility easement along the rear property line and 10-foot general utility easements along each of the side property lines.

6. Under the Surveyor's Affirmation, remove "Preliminary This Documents is Not to be Recorded For Any Purpose".

7. Please provide the dimensions and bearings along the front of the lot to the south to connect with the TxDOT Monument at the corner.

To date, the applicant has not responded to the comments or provided a revised 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

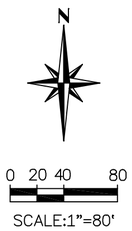
Any added conditions or a motion to deny must include specific references to the Subdivision or other ordinances that are not met by the plat.

Staff Recommendation:

Staff recommends that the Planning and Zoning Commission recommend that the City Council approve the Final Plat for Adelina Place Addition, subject to providing satisfactory responses to staff comments 1-7 above.

Sample Motion: I move to approve/deny the Final Plat for Adelina Place Addition, subject to providing adequate responses to staff comments Number 1-7 above by October 1st.

Attachments: Final Plat
Aerial Photo



(SURVEY NOTES:)

1. DIRECTIONAL CONTROL AND COORDINATES SHOWN HEREON THIS DOCUMENT ARE BASED FROM GPS OBSERVATIONS. PER THE NAD 83, TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202. COORDINATES ARE ON GRID.

2. THE PURPOSE OF THIS PLAT IS TO COMBINE TWO UNPLATTED TRACTS OF LAND INTO ONE PLATTED LOT OF LEGAL RECORD.

(LEGAL DESCRIPTION:)

BEING A TRACT OF LAND SITUATED IN THE RADFORD BERRY SURVEY, ABSTRACT NUMBER 26, LOCATED IN JOHNSON COUNTY, TEXAS, ALSO BEING ALL OF THAT CALLED 0.29 ACRE TRACT OF LAND CONVEYED TO ADELINA PROPERTIES LLC, AS RECORDED IN INSTRUMENT NUMBER 201300006465, OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS, ALSO BEING ALL OF THAT CALLED 0.49 ACRE TRACT OF LAND CONVEYED TO SAID ADELINA PROPERTIES LLC, AS RECORDED IN INSTRUMENT NUMBER 201300006992, OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

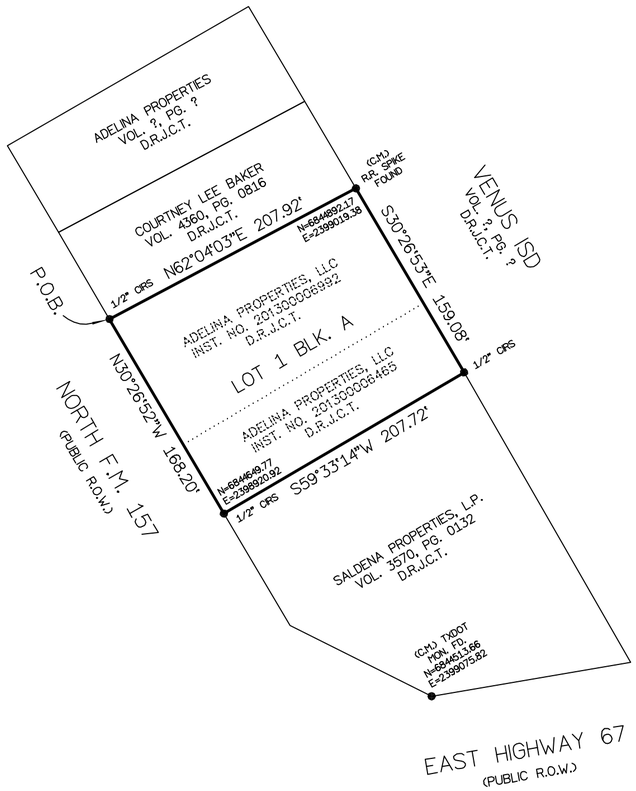
BEGINNING AT A CAPPED 1/2 INCH IRON ROD WITH RPLS NUMBER 5664 SET FOR CORNER IN THE NORTHEAST LINE OF NORTH F.M. 157 (A PUBLIC RIGHT OF WAY), ALSO BEING THE MOST SOUTHERLY CORNER OF A TRACT OF LAND CONVEYED TO COURTNEY LEE BAKER ET UX, MARSHA LYNN BAKER, AS RECORDED IN VOLUME 4360, PAGE 0816, OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS, ALSO BEING THE MOST WESTERLY CORNER OF SAID 0.49 ACRE TRACT;

THENCE NORTH 62°04'03" EAST, ALONG THE SOUTHEAST LINE OF SAID BAKER TRACT, A DISTANCE OF 207.92 FEET TO A RAILROAD SPIKE FOUND FOR CORNER, BEING THE MOST EASTERLY CORNER OF SAID BAKER TRACT, ALSO BEING THE MOST NORTHERLY CORNER OF SAID 0.49 ACRE TRACT;

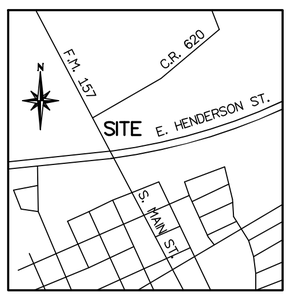
THENCE SOUTH 30°26'53" EAST, ALONG THE NORTHEAST LINES OF SAID 0.49 ACRE TRACT AND OF SAID 0.29 ACRE TRACT, A DISTANCE OF 159.08 FEET TO A CAPPED 1/2 INCH IRON ROD WITH RPLS NUMBER 5664 SET FOR CORNER, BEING THE MOST NORTHERLY CORNER OF A TRACT OF LAND CONVEYED TO SALDENA PROPERTIES L.P., AS RECORDED IN VOLUME 3570, PAGE 0132, OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS, ALSO BEING THE MOST EASTERLY CORNER OF SAID 0.29 ACRE TRACT;

THENCE SOUTH 59°33'14" WEST, ALONG THE MOST NORTHWESTERLY LINE OF SAID SALDENA TRACT, A DISTANCE OF 207.72 FEET TO A CAPPED 1/2 INCH IRON ROD WITH RPLS NUMBER 5664 SET FOR CORNER IN THE NORTHEAST LINE OF SAID NORTH F.M. 157, ALSO BEING THE MOST WESTERLY CORNER OF SAID SALDENA TRACT, ALSO BEING THE MOST SOUTHERLY CORNER OF SAID 0.29 ACRE TRACT;

THENCE NORTH 30°26'52" WEST, ALONG THE NORTHEAST LINE OF SAID NORTH F.M. 157, ALSO ALONG THE SOUTHWEST LINES OF SAID 0.29 ACRE TRACT AND OF SAID 0.49 ACRE TRACT, A DISTANCE OF 168.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 33,992 SQUARE FEET OR 0.780 ACRES OF LAND.



VICINITY MAP N.T.S.



(APPROVAL BY CITY OF VENUS:)

_____ DATE: _____
MAYOR

_____ DATE: _____
CITY SECRETARY

(SURVEYOR'S AFFIRMATION:)

I, RUDY RANGEL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF TEXAS, AFFIRM THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, FROM RECORDED DOCUMENTATION, EVIDENCE COLLECTED ON THE GROUND DURING FIELD OPERATIONS AND OTHER RELIABLE DOCUMENTATION; AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE RULES AND REGULATIONS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

DATED THIS THE _____ DAY OF _____, 2021.

PRELIMINARY THIS DOCUMENT
IS NOT TO BE RECORDED
FOR ANY PURPOSE
_____
RUDY RANGEL
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. "5664"

(DECLARATION OF COVENANTS:)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ADELINA PROPERTIES LLC, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN-DESCRIBED PROPERTY AS ADELINA PLACE 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.

THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENT(S) DEDICATED ON THIS PLAT MAY BE UTILIZED BY ANY PERSON, INCLUDING THE PUBLIC, FOR INGRESS AND EGRESS TO OTHER REAL PROPERTY, FOR BOTH VEHICULAR AND PEDESTRIAN USE AND ACCESS, IN, ALONG, UPON AND ACROSS THE PREMISES CONTAINING THE ACCESS EASEMENT(S.)

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, AND REGULATIONS OF THE CITY OF VENUS, TEXAS.

WITNESS OUR HAND AT _____, TEXAS, THIS THE _____

_____, 2021.

_____
ADELINA PROPERTIES LLC - OWNER

STATE OF TEXAS
COUNTY OF JOHNSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____2021.

_____
NOTARY PUBLIC JOHNSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUDY RANGEL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____2021.

_____
NOTARY PUBLIC ROCKWALL COUNTY, TEXAS

FINAL PLAT

ADELINA PLACE ADDITION
LOT 1, BLOCK A
RADFORD BERRY SURVEY ABST. NO. 26
CITY OF VENUS, JOHNSON COUNTY, TX

(OWNER:)
ADELINA PROPERTIES, LLC
1501 FM 1807
VENUS, TX 76084

(PREPARED BY:)
RANGEL LAND SURVEYING
L.S. FIRM NO. 10077100
1012 TIMBERLINE DR.
HEATH, TX 75032
TEL: 214-325-8026
RANGELLANDSURVEY@SWBELL.NET

Adelina Place Addition



9/16/2021, 4:36:17 PM

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Parcels

Road Centerlines

County Road

Farm To Market

FEMA Flood Zones 2019

X

City Boundaries

VENUS

County Boundary

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user

ArcGIS Web AppBuilder

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

CITY OF VENUS, TEXAS

RESOLUTION NO. 20-2021-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE CONTAINING APPROXIMATELY 2,909.08 ACRES OF LAND GENERALLY LOCATED NEAR STATE HIGHWAY 67, EAST OF COUNTY ROAD 213, WEST OF LONE STAR AVENUE, SOUTH OF COUNTY ROAD 507, AND NORTH OF VISTA DRIVE AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF VENUS, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF THE CITY OF VENUS, TEXAS, REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY OF VENUS, TEXAS TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

WHEREAS, the City of Venus, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits; and

WHEREAS, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone containing approximately 2,909.08 acres of land generally located near State Highway 67, east of County Road 213, west of Lone Star Avenue, south of County Road 507, and north of Vista Drive and being wholly located within the corporate limits and extraterritorial jurisdiction of the City (the "Zone"), with the boundaries of the Zone being generally depicted in **Exhibit A** attached hereto and made a part hereof for all purposes; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on November 8, 2021, on the creation of the Zone.

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

SECTION I. That a public hearing is hereby called for November 8, 2021, at 7:00 p.m., in the City Council Chamber, at Venus Civic Center, 210 South Walnut Street, Venus, Texas 76084, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing.

SECTION 2. That at such time and place the City Council will hear testimony regarding (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council will consider the adoption of an ordinance creating the Zone and other related matters.

SECTION 3. That attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

SECTION 4. That the City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as **Exhibit B** in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on November 8, 2021.

SECTION 5. That before the November 8, 2021, hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone project and finance plan.

SECTION 6. That this resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Venus, Texas, on the 12th day of October 2021.

_____
James Burgess
Mayor

ATTEST:

_____
Callie Green
City Secretary

APPROVED:

_____
Michael Halla
City Attorney

Exhibit A – Depiction of the Proposed Zone

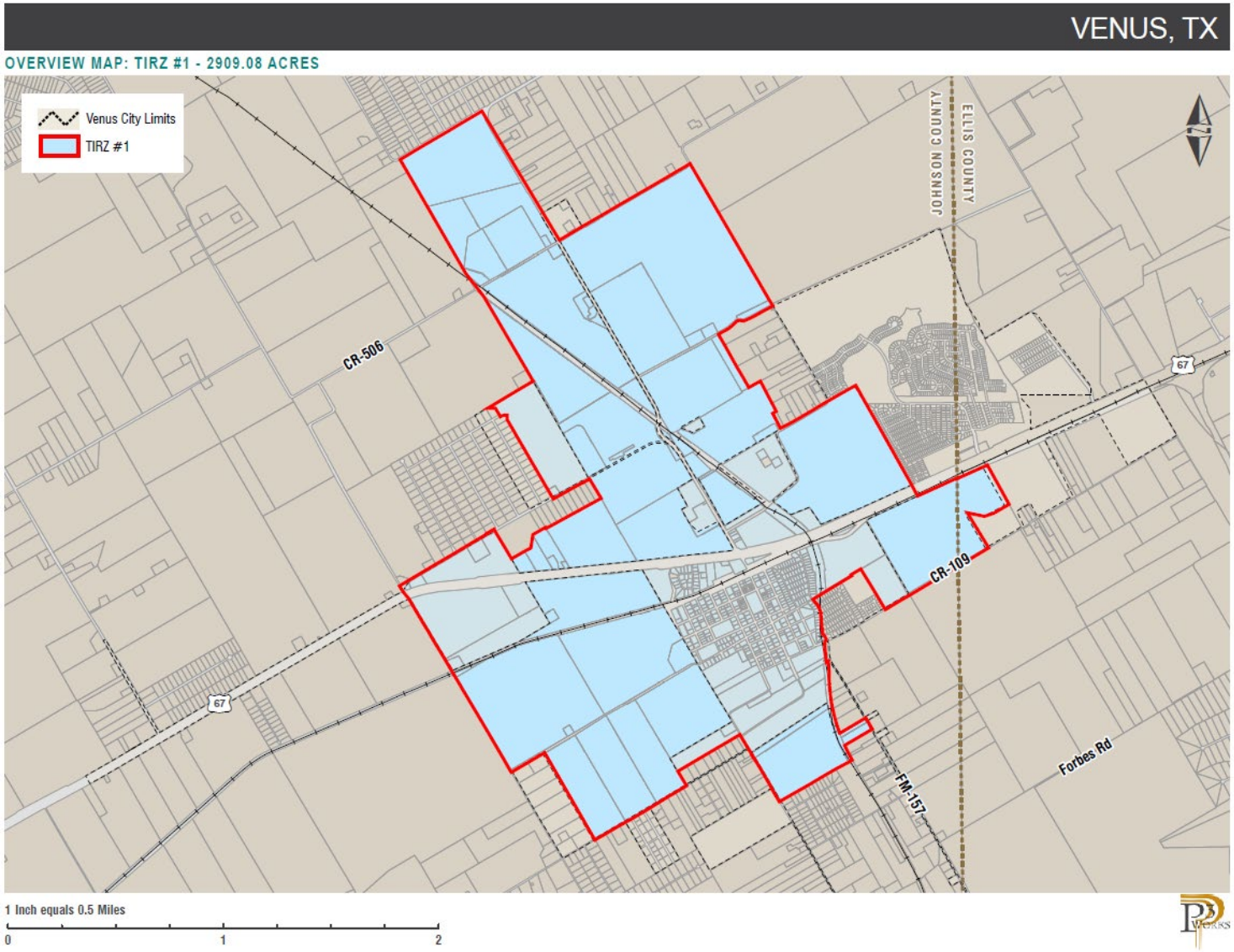


Exhibit B

CITY OF VENUS CITY COUNCIL
NOTICE OF PUBLIC HEARING
ON CREATION OF A REINVESTMENT ZONE

THE CITY OF VENUS CITY COUNCIL WILL HOLD A PUBLIC HEARING ON NOVEMBER 8, 2021 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBER LOCATED AT VENUS CIVIC CENTER, 210 SOUTH WALNUT STREET, VENUS, TEXAS 76084, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF VENUS AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED ZONE, WHICH PROPOSED REINVESTMENT ZONE CONTAINS APPROXIMATELY 2,909.08 ACRES OF LAND GENERALLY LOCATED NEAR STATE HIGHWAY 67 EAST OF COUNTY ROAD 213, WEST OF LONE STAR AVENUE, SOUTH OF COUNTY ROAD 507, AND NORTH OF VISTA DRIVE AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF VENUS, TEXAS. A MAP DEPICTING THE BOUNDARIES OF THE PROPOSED REINVESTMENT ZONE IS AVAILABLE IN THE OFFICE OF THE CITY SECRETARY AT 700 W. US HIGHWAY 67, VENUS, TEXAS 76084, AND IS AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, THE CREATION OF THE PROPOSED REINVESTMENT ZONE, ITS BOUNDARIES AND/OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, THE CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE AND OTHER RELATED MATTERS.