

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, APPROVING AN UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PHASE #1 IMPROVEMENTS AND PHASES #2-6 MAJOR IMPROVEMENTS FOR THE POLO RIDGE PUBLIC IMPROVEMENT DISTRICT NO. 2 (THE “DISTRICT”); MAKING AND ADOPTING FINDINGS, ACCEPTING AND APPROVING THE 2025 ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE DISTRICT; REQUIRING COMPLIANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 16, 2018, after due notice, the City Council of the City of Mesquite, Texas (the “**City Council**”), held a public hearing in the manner required by law on the advisability of certain public improvements described in a petition filed by BDMR Development, L.L.C., a Texas limited liability company, as required by Sec. 372.009 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “**Act**”) and made the findings required by Sec. 372.009(b) of the Act and, by Resolution No. 24-2018 (the “**Original Creation Resolution**”) adopted by a majority of the members of the City Council, authorized the Polo Ridge Public Improvement District No. 2 in accordance with its finding as to the advisability of certain public improvement projects and services; and

WHEREAS, subsequent to the passage of the Original Creation Resolution, the City determined that the boundary of the Polo Ridge Public Improvement District No. 2 as approved in the Original Creation Resolution was in error and included land that was not within the corporate limits of the City or within the extraterritorial jurisdiction of the City; and

WHEREAS, on March 18, 2019, by Resolution No. 27-2019, the City approved an amended and restated resolution authorizing and creating the Polo Ridge Public Improvement District No. 2 to include approximately 805.79 acres of land generally located South of FM 740, West of FM 2757 and North of Kelly Road in Kaufman County, Texas, and being more particularly described in Resolution No. 27-2019 (the “**Amended Creation Resolution**”) to correct the boundary error and exclude land that is not within the corporate limits of the City or within the extraterritorial jurisdiction of the City; and

WHEREAS, all references herein to the “**District**” shall mean the Polo Ridge Public Improvement District No. 2, as authorized, created and described in the Amended Creation Resolution; and

WHEREAS, on June 17, 2019, after notice, the City Council convened a public hearing at which all interested persons were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and each proposed Assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Phase #1 Improvements and the Phases #2-6 Major Improvements, the

purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, on June 17, 2019, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, adopted Ordinance No. 4687 (the “**Assessment Ordinance**”) approving a Service and Assessment Plan for the District (the “**Service and Assessment Plan**”) and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Service and Assessment Plan; and

WHEREAS, on June 17, 2019, the City Council authorized the issuance of the City of Mesquite Special Assessment Revenue Bonds, Series 2019 (Polo Ridge Public Improvement District No. 2 Phase #1 Improvement Project) and the City of Mesquite Special Assessment Revenue Bonds, Series 2019 (Polo Ridge Public Improvement District No. 2 Phases #2-6 Major Improvement Project) (together, the “**Bonds**”) secured directly and indirectly, respectively, by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, Section 372.013 of the Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be reviewed and updated annually for the purpose of determining the annual budget for improvements (the “**Annual Service Plan Update**”); and

WHEREAS, on August 3, 2020, the City Council adopted Ordinance No. 4795 approving the Fiscal Year 2020-2021 Annual Service Plan Update and updated Assessment Roll for the District; and

WHEREAS, on August 16, 2021, the City Council adopted Ordinance No. 4885 approving the Fiscal Year 2021-2022 Annual Service Plan Update and updated Assessment Roll for the District; and

WHEREAS, on August 15, 2022, the City Council adopted Ordinance No. 4972 approving the Fiscal Year 2022-2023 Annual Service Plan Update and updated Assessment Roll for the District; and

WHEREAS, on September 5, 2023, the City Council adopted Ordinance No. 5055 approving the Fiscal Year 2023-2024 Annual Service Plan Update and updated Assessment Roll for the District; and

WHEREAS, on August 19, 2024, the City County adopted Ordinance No. 5128 approving the Fiscal Year 2024-2025 Annual Service Plan Update and updated Assessment Roll for the District; and

WHEREAS, the District’s 2025 annual service plan update, attached hereto as Exhibit 1 and made a part hereof for all purposes (the “**2025 Annual Service Plan Update**”), and

the 2025 updated Assessment Roll, attached thereto, conform the original Assessment Roll to the principal and interest payment schedule required for the Bonds and update the Assessment Roll to reflect prepayments, property divisions and changes to the cost and/or budget allocations for District public improvements that occur during 2025, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and Service and Assessment Plan, and approves and adopts the 2025 Annual Service Plan Update and the updated Assessment Roll for 2025, attached thereto, in conformity with the requirements of the Act.

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

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

SECTION 2. Annual Service Plan Update. The 2025 Annual Service Plan Update with updated Assessment Roll, attached hereto as Exhibit 1, is hereby accepted and approved and complies with the Act in all matters as required.

SECTION 3. Cumulative Repealer. This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the ordinance shall remain in full force and effect.

SECTION 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 5. Effective Date. This Ordinance shall take effect, and the provisions and terms of the 2025 Annual Service Plan Update and the updated Assessment Roll for 2025, attached thereto, shall be and become effective upon passage and execution hereof.

SECTION 6. Property Records. This Ordinance and the 2025 Annual Service Plan Update shall be filed in the real property records of Dallas and/or Kaufman County within seven (7) days of the Effective Date.

DULY PASSED AND APPROVED by the City Council of the City of Mesquite, Texas,
on this the 21st day of July 2025.

Daniel Alemán, Jr.
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Sonja Land
City Secretary

David L. Paschall
City Attorney

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Daniel Alemán, Jr., Mayor of the City of Mesquite, Texas, known to me to be such person who signed the above and acknowledged to me that such person executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT 1



**POLO RIDGE
PUBLIC IMPROVEMENT DISTRICT NO. 2
2025 ANNUAL SERVICE PLAN UPDATE**

JULY 21, 2025

INTRODUCTION

Capitalized terms used in this 2025 Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the “SAP”).

The District was created pursuant to the PID Act by Resolution No. 24-2018 on April 16, 2018, by the City Council to finance certain Authorized Improvements for the benefit of the property in the District. The boundary of the District was changed in an amended and restated resolution approved on March 18, 2019, by Resolution No. 27-2019.

On June 17, 2019, the City approved the Service and Assessment Plan for the District by adopting Ordinance No. 4687 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Roll.

On August 3, 2020, the City approved the 2020 Annual Service Plan Update for the District by adopting Ordinance No. 4795 which updated the Assessment Roll for 2020.

On August 16, 2021, the City approved the 2021 Annual Service Plan Update for the District by adopting Ordinance No. 4885 which updated the Assessment Roll for 2021.

On August 15, 2022, the City approved the 2022 Annual Service Plan Update for the District by adopting Ordinance No. 4972 which updated the Assessment Roll for 2022.

On September 5, 2023, the City approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. 5055 which updated the Assessment Roll for 2023.

On August 19, 2024, the City approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 5128 which updated the Assessment Roll for 2024.

The Service and Assessment Plan identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2025.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the SAP. This 2025 Annual Service Plan Update also updates the Assessment Roll for 2025.

PARCEL SUBDIVISION

Phase #1

- The final plat of Polo Ridge Addition Phase 1, attached hereto as **Exhibit C-1**, was filed and recorded with the County on March 6, 2024, and consists of 200 residential Lots and 13 Lots of Non-Benefited Property¹.

See the completed Lot Type classification summary within Phase #1 below:

| Phase #1 | |
|--------------|------------|
| Lot Type | Units |
| Lot Type 1 | 44 |
| Lot Type 2 | 40 |
| Lot Type 3 | 43 |
| Lot Type 4 | 73 |
| Total | 200 |

See **Exhibit D** for the Lot Type classification map.

Phases #2-6

There have not been any recorded plats in Phases #2-6.

See the anticipated Lot Type classification summary within Phases #2-6 below:

| Phases #2-6 | |
|-------------------|------------|
| Lot Type | Units |
| Lot Type One Acre | 42 |
| Lot Type 125' | 55 |
| Lot Type 100' | 102 |
| Lot Type 80' | 293 |
| Lot Type 60' | 319 |
| Total | 811 |

¹ Note, Block B, Lot 25X appears as a Non-Benefitted Lot on the Polo Ridge Addition Phase 1 Plat, but does not have an associated Property ID with Kaufman County. As a result, the Phase 1 Assessment Roll only contains 12 Lots classified as Non-Benefitted Property.

LOT AND HOME SALES

Phase #1

Per the Quarterly Report dated March 31, 2025, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 1: 0 Lots
 - Lot Type 2: 5 Lots
 - Lot Type 3: 0 Lots
 - Lot Type 4: 0 Lots
- Homebuilder Owned:
 - Lot Type 1: 38 Lots
 - Lot Type 2: 32 Lots
 - Lot Type 3: 30 Lots
 - Lot Type 4: 54 Lots
- End User Owned:
 - Lot Type 1: 6 Lots
 - Lot Type 2: 3 Lots
 - Lot Type 3: 13 Lots
 - Lot Type 4: 19 Lots

See **Exhibit E** for the buyer disclosures.

Phases #2-6

Per the Quarterly Report dated March 31, 2025, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type One Acre: 42 Lots
 - Lot Type 125': 55 Lots
 - Lot Type 100': 102 Lots
 - Lot Type 80': 293 Lots
 - Lot Type 60': 319 Lots
- Homebuilder Owned:
 - Lot Type One Acre: 0 Lots
 - Lot Type 125': 0 Lots

- Lot Type 100': 0 Lots
- Lot Type 80': 0 Lots
- Lot Type 60': 0 Lots
- End User Owned:
 - Lot Type One Acre: 0 Lots
 - Lot Type 125': 0 Lots
 - Lot Type 100': 0 Lots
 - Lot Type 80': 0 Lots
 - Lot Type 60': 0 Lots

See **Exhibit E** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

Phase #1

The Developer has completed the Authorized Improvements listed in the SAP and they were dedicated to the City.

Phases #2-6

Per the Quarterly Report dated March 31, 2025, the Authorized Improvements listed in the SAP for Phases #2-6 are currently under construction, with Lots expected to be delivered in May 2026 for Phase #2, June 2026 for Phase #3, and TBD for Phases #4-6 per the Quarterly Report dated March 31, 2025. The budget for the Authorized Improvements remains unchanged as shown on the table below.

| Phases #2-6 | | | | |
|---------------------------|------------------------|---|---|---------------|
| Category | Budget ^[a] | Costs of Improvements Financed with Bonds ^[b] | % | Spent |
| <i>Major Improvements</i> | | | | |
| Roadway | \$ 1,043,413.48 | \$ 1,132,037.96 | | 108.49% |
| Water | 1,303,921.03 | 1,347,539.39 | | 103.35% |
| Sanitary Sewer | 956,440.60 | 1,533,853.77 | | 160.37% |
| Drainage | 395,683.99 | 221,808.84 | | 56.06% |
| Soft Costs | 2,041,490.24 | 1,142,312.80 | | 55.95% |
| Contingency | - | 14,594.02 | | N/A |
| Total | \$ 5,740,949.33 | \$ 5,377,552.76 | | 93.67% |

Footnotes:

[a] Per SAP.

[b] Per Draws #1-36.

OUTSTANDING ASSESSMENT

Phase #1

Net of the principal bond payment due September 15, Phase #1 has an outstanding Assessment of \$6,365,000.00.

Phase #2-6

Net of the principal bond payment due September 15, Phases #2-6 has an outstanding Assessment of \$6,870,000.00.

TIRZ ANNUAL CREDIT

The TIRZ No. 10 Annual Credit Amount shall only be applied to principal and interest component of the Annual Installment, as further described in the SAP.

Application of qualifying property tax exemptions may decrease or eliminate the amount of the TIRZ No. 10 Annual Credit Amount on a parcel-by-parcel basis. The resulting TIRZ No. 10 Annual Credit Amount by Parcel is to be determined.

ANNUAL INSTALLMENT DUE 1/31/2026

Phase #1

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$472,143.76.
 - **TIRZ Credit** - The total principal and interest credit from the TIRZ No. 10 Fund for the Annual Installment is to be determined.
- **Delinquency Reserve and Prepayment Reserve** – The total Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to \$350,075.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with additional interest on the outstanding Assessments, resulting in a Delinquency Reserve amount due of \$19,095.00 and a Prepayment Reserve amount due of \$12,730.00.
- **Administrative Expenses** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of

outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment are \$25,972.30.

| Annual Collection Costs | |
|-------------------------------------|---------------------|
| Phase #1 | |
| P3Works Administration | \$ 22,074.31 |
| City Auditor | \$ 1,202.30 |
| Filing Fees | \$ 480.92 |
| Collection Fee | \$ 2,800.00 |
| PID Trustee Fees | \$ 3,931.54 |
| Dissemination Agent | \$ 1,683.23 |
| P3Works Dev/Issuer CDA Review | \$ 2,300.00 |
| Collection Cost Maintenance Balance | \$ 10,000.00 |
| Less CCMB from Prior Years | \$ (20,000.00) |
| Arbitrage Calculation | \$ 1,500.00 |
| Total | \$ 25,972.30 |

| Phase #1 | |
|-------------------------------------|----------------------|
| Due January 31, 2026 | |
| Principal | \$ 150,000.00 |
| Interest | \$ 322,143.76 |
| TIRZ Credit | TBD |
| | \$ 472,143.76 |
| Delinquency Reserve | \$ 19,095.00 |
| Prepayment Reserve | \$ 12,730.00 |
| Administrative Expenses | \$ 25,972.30 |
| Total Annual Installment Due | \$ 529,941.06 |

See the Limited Offering Memorandum for the pay period. See **Exhibit B-1** for the debt service schedule for the Phase #1 Bonds as shown in the Limited Offering Memorandum.

Phases #2-6

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$555,012.50.
 - **TIRZ Credit** - The total principal and interest credit from the TIRZ No. 10 Fund for the Annual Installment is to be determined.

- **Delinquency Reserve and Prepayment Reserve** – The total Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to \$377,850.00 and has not been met. As such, the Delinquency and Prepayment Reserve Account will be funded with additional interest on the outstanding Assessments, resulting in a Delinquency Reserve amount due of \$20,610.00 and a Prepayment Reserve amount due of \$13,740.00.
- **Administrative Expenses** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment are \$42,206.21.

| Annual Collection Costs | |
|-------------------------------------|---------------------|
| Phases #2-6 | |
| P3Works Administration | \$ 23,825.69 |
| City Auditor | \$ 1,297.70 |
| Filing Fees | \$ 519.08 |
| Collection Fee | \$ 1,805.00 |
| PID Trustee Fees | \$ 4,243.46 |
| Dissemination Agent | \$ 1,816.77 |
| P3Works Dev/Issuer CDA Review | \$ 2,300.00 |
| Collection Cost Maintenance Balance | \$ 10,000.00 |
| Less CCMB from Prior Years | \$ (5,101.49) |
| Arbitrage Calculation | \$ 1,500.00 |
| Total | \$ 42,206.21 |

| Phases #2-6 | |
|-------------------------------------|----------------------|
| Due January 31, 2026 | |
| Principal | \$ 145,000.00 |
| Interest | \$ 410,012.50 |
| TIRZ Credit | TBD |
| | \$ 555,012.50 |
| Delinquency Reserve | \$ 20,610.00 |
| Prepayment Reserve | \$ 13,740.00 |
| Administrative Expenses | \$ 42,206.21 |
| Total Annual Installment Due | \$ 631,568.71 |

See the Limited Offering Memorandum for the pay period. See **Exhibit B-2** for the debt service schedule for the Phase #2-6 Major Improvement Bonds as shown in the Limited Offering Memorandum.

PREPAYMENT OF ASSESSMENTS IN FULL

Phase #1

No full prepayments of Assessments have occurred within Phase #1.

Phases #2-6

No full prepayments of Assessments have occurred within Phases #2-6.

PARTIAL PREPAYMENT OF ASSESSMENTS

Phase #1

No partial prepayments of Assessments have occurred within Phase #1.

Phases #2-6

No partial prepayments of Assessments have occurred within Phases #2-6.

EXTRAORDINARY OPTIONAL REDEMPTIONS

Phase #1

No extraordinary optional redemptions have occurred within Phase #1.

Phases #2-6

No extraordinary optional redemptions have occurred within Phases #2-6.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

| Phase #1 Bonds | | | | | | |
|--|------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Annual Installment Due | | 1/31/2026 | 1/31/2027 | 1/31/2028 | 1/31/2029 | 1/31/2030 |
| Principal | | \$ 150,000.00 | \$ 160,000.00 | \$ 165,000.00 | \$ 175,000.00 | \$ 180,000.00 |
| Interest | | 322,143.76 | 315,393.76 | 308,193.76 | 300,768.76 | 292,893.76 |
| TIRZ No. 1 Annual Credit Amount ^[a] | | TBD | | | | |
| | (1) | \$ 472,143.76 | \$ 475,393.76 | \$ 473,193.76 | \$ 475,768.76 | \$ 472,893.76 |
| Delinquency Reserve | (2) | \$ 19,095.00 | \$ 18,645.00 | \$ 18,165.00 | \$ 17,670.00 | \$ 17,145.00 |
| Prepayment Reserve | (3) | \$ 12,730.00 | \$ 12,430.00 | \$ 12,110.00 | \$ 11,780.00 | \$ 11,430.00 |
| Administrative Expenses | (4) | \$ 25,972.30 | \$ 35,161.75 | \$ 35,864.98 | \$ 36,582.28 | \$ 37,313.93 |
| Total Annual Installment Due | (5) = (1) + (2) + (3) + (4) | \$ 529,941.06 | \$ 541,630.51 | \$ 539,333.74 | \$ 541,801.04 | \$ 538,782.69 |

| Phases #2-6 Major Improvement Bonds | | | | | | |
|--|------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Annual Installment Due | | 1/31/2026 | 1/31/2027 | 1/31/2028 | 1/31/2029 | 1/31/2030 |
| Principal | | \$ 145,000.00 | \$ 155,000.00 | \$ 165,000.00 | \$ 170,000.00 | \$ 180,000.00 |
| Interest | | 410,012.50 | 402,218.76 | 393,887.50 | 385,018.76 | 375,881.26 |
| TIRZ No. 1 Annual Credit Amount ^[a] | | TBD | | | | |
| | (1) | \$ 555,012.50 | \$ 557,218.76 | \$ 558,887.50 | \$ 555,018.76 | \$ 555,881.26 |
| Delinquency Reserve | (2) | \$ 20,610.00 | \$ 20,175.00 | \$ 19,710.00 | \$ 19,215.00 | \$ 18,705.00 |
| Prepayment Reserve | (3) | \$ 13,740.00 | \$ 13,450.00 | \$ 13,140.00 | \$ 12,810.00 | \$ 12,470.00 |
| Administrative Expenses | (4) | \$ 42,206.21 | \$ 36,523.85 | \$ 37,254.33 | \$ 37,999.42 | \$ 38,759.41 |
| Total Annual Installment Due | (5) = (1) + (2) + (3) + (4) | \$ 631,568.71 | \$ 627,367.61 | \$ 628,991.83 | \$ 625,043.18 | \$ 625,815.67 |

Footnotes:

[a] Each year, the TIRZ No. 10 Revenue generated by each Lot shall be applied to the principal and interest portion of the Annual Installment, up to the Maximum TIRZ No. 10 Annual Credit Amount. The TIRZ No. 10 Annual Credit Amount shall be updated each year in the Annual Service Plan Update as TIRZ No. 10 Revenue is generated.

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Rolls attached hereto as **Exhibit A-1** and **Exhibit A-2**. The Parcels or Lots shown on the Assessment Rolls will receive the bills for the 2025 Annual Installments which will be delinquent if not paid by January 31, 2026. The list of Parcels shown on the Assessment Roll is subject to change based on the final certified rolls provided by the County prior to billing.

EXHIBIT A-1 – PHASE #1 ASSESSMENT ROLL

| Property ID ^[a] | Lot Type | Outstanding Assessment | Total Annual Installment Due 1/31/2026 ^[b] |
|----------------------------|----------------|------------------------|---|
| 226022 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226023 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226024 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226025 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226026 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226027 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226028 | Non-Benefitted | \$ - | \$ - |
| 226029 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226030 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226031 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226032 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226033 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226034 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226035 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226036 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226037 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226038 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226039 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226040 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226041 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226042 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226043 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226044 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226045 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226046 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226047 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226048 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226049 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226050 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226051 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226052 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226053 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226054 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226055 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226056 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226057 | Non-Benefitted | \$ - | \$ - |
| 226058 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226059 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226060 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226061 | 1 | \$ 40,249.95 | \$ 3,351.15 |

| Property ID ^[a] | Lot Type | Outstanding Assessment | Total Annual Installment Due 1/31/2026 ^[b] |
|----------------------------|----------------|------------------------|---|
| 226062 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226063 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226064 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226067 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226068 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226069 | 1 | \$ 40,249.95 | \$ 3,351.15 |
| 226070 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226071 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226072 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226073 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226074 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226075 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226076 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226077 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226078 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226079 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226080 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226081 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226082 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226083 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226084 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226085 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226086 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226087 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226088 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226089 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226090 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226091 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226092 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226093 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226094 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226095 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226096 | Non-Benefitted | \$ - | \$ - |
| 226097 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226098 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226099 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226100 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226101 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226102 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226103 | 2 | \$ 37,072.32 | \$ 3,086.59 |

| Property ID ^[a] | Lot Type | Outstanding Assessment | Total Annual Installment Due 1/31/2026 ^[b] |
|----------------------------|----------------|------------------------|---|
| 226104 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226105 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226106 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226107 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226108 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226109 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226110 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226111 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226112 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226113 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226114 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226115 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226116 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226117 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226118 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226119 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226120 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226121 | Non-Benefitted | \$ - | \$ - |
| 226122 | Non-Benefitted | \$ - | \$ - |
| 226123 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226124 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226125 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226126 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226127 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226128 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226129 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226130 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226131 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226132 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226133 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226134 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226135 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226136 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226137 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226138 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226139 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226140 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226141 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226142 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226143 | 2 | \$ 37,072.32 | \$ 3,086.59 |

| Property ID ^[a] | Lot Type | Outstanding Assessment | Total Annual Installment Due 1/31/2026 ^[b] |
|----------------------------|----------------|------------------------|---|
| 226144 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226145 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226146 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226147 | 2 | \$ 37,072.32 | \$ 3,086.59 |
| 226148 | Non-Benefitted | \$ - | \$ - |
| 226149 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226150 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226151 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226152 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226153 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226154 | Non-Benefitted | \$ - | \$ - |
| 226155 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226156 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226157 | 3 | \$ 31,352.59 | \$ 2,610.37 |
| 226158 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226159 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226160 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226161 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226162 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226163 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226164 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226165 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226166 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226167 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226168 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226169 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226170 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226171 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226172 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226173 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226174 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226175 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226176 | Non-Benefitted | \$ - | \$ - |
| 226177 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226178 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226179 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226180 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226181 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226182 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226183 | 4 | \$ 24,149.97 | \$ 2,010.69 |

| Property ID ^[a] | Lot Type | Outstanding Assessment | Total Annual Installment Due 1/31/2026 ^[b] |
|----------------------------|----------------|------------------------|---|
| 226184 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226185 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226186 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226187 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226188 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226189 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226190 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226191 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226192 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226193 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226194 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226195 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226196 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226197 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226198 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226199 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226200 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226201 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226202 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226203 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226204 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226205 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226206 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226207 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226208 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226209 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226210 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226211 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226212 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226213 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226214 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226215 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226216 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226217 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226218 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226219 | Non-Benefitted | \$ - | \$ - |
| 226220 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226221 | Non-Benefitted | \$ - | \$ - |
| 226222 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226223 | 4 | \$ 24,149.97 | \$ 2,010.69 |

| Property ID ^[a] | Lot Type | Outstanding Assessment | Total Annual Installment Due 1/31/2026 ^[b] |
|----------------------------|----------------|------------------------|---|
| 226224 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226225 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226226 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226227 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226228 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226229 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226230 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226231 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226232 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226233 | 4 | \$ 24,149.97 | \$ 2,010.69 |
| 226234 | Non-Benefitted | \$ - | \$ - |
| 226235 | Non-Benefitted | \$ - | \$ - |
| Total^[c] | | \$ 6,365,000.00 | \$ 529,940.48 |

Footnotes:

[a] Property IDs per Kaufman CAD and subject to change prior to billing.

[b] Represents Annual Installment prior to application of TIRZ No. 10 Annual Credit Amount which is to be determined.

[c] Totals may not add or match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT A-2 – PHASE #2-6 ASSESSMENT ROLL

| Property ID ^[a] | Lot Type | Outstanding Assessment | Annual Installment Due 1/31/2026 ^[b] |
|----------------------------|-------------|------------------------|---|
| 187225 | Phases #2-6 | \$ 6,870,000.00 | \$ 631,568.71 |
| Total | | \$ 6,870,000.00 | \$ 631,568.71 |

Footnotes:

[a] The entirety of Phases #2-6 is contained within Property ID 187225 in Kaufman County. For billing purposes, the Phases #2-6 Annual Installment due 1/31/2026 shall be allocated pro rata based on acreage. Property IDs preliminary and subject to change prior to billing.

[b] Represents Annual Installment prior to application of TIRZ No. 10 Annual Credit Amount which is to be determined.

EXHIBIT B-1 – PHASE #1 BONDS DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

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

| <u>Year Ending (September 15)</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|---------------------------------------|------------------------------|------------------------------|-------------------------------|
| 2019 | - | \$ 56,581.22 | \$ 56,581.22 |
| 2020 | - | 351,193.76 | 351,193.76 |
| 2021 | \$ 125,000.00 | 351,193.76 | 476,193.76 |
| 2022 | 130,000.00 | 345,881.26 | 475,881.26 |
| 2023 | 135,000.00 | 340,356.26 | 475,356.26 |
| 2024 | 140,000.00 | 334,618.76 | 474,618.76 |
| 2025 | 145,000.00 | 328,668.76 | 473,668.76 |
| 2026 | 150,000.00 | 322,143.76 | 472,143.76 |
| 2027 | 160,000.00 | 315,393.76 | 475,393.76 |
| 2028 | 165,000.00 | 308,193.76 | 473,193.76 |
| 2029 | 175,000.00 | 300,768.76 | 475,768.76 |
| 2030 | 180,000.00 | 292,893.76 | 472,893.76 |
| 2031 | 190,000.00 | 283,668.76 | 473,668.76 |
| 2032 | 200,000.00 | 273,931.26 | 473,931.26 |
| 2033 | 210,000.00 | 263,681.26 | 473,681.26 |
| 2034 | 225,000.00 | 252,918.76 | 477,918.76 |
| 2035 | 235,000.00 | 241,387.50 | 476,387.50 |
| 2036 | 245,000.00 | 229,343.76 | 474,343.76 |
| 2037 | 260,000.00 | 216,787.50 | 476,787.50 |
| 2038 | 275,000.00 | 203,462.50 | 478,462.50 |
| 2039 | 290,000.00 | 189,368.76 | 479,368.76 |
| 2040 | 305,000.00 | 174,506.26 | 479,506.26 |
| 2041 | 320,000.00 | 158,875.00 | 478,875.00 |
| 2042 | 340,000.00 | 142,475.00 | 482,475.00 |
| 2043 | 355,000.00 | 125,050.00 | 480,050.00 |
| 2044 | 375,000.00 | 106,856.26 | 481,856.26 |
| 2045 | 395,000.00 | 87,637.50 | 482,637.50 |
| 2046 | 415,000.00 | 67,393.76 | 482,393.76 |
| 2047 | 440,000.00 | 46,125.00 | 486,125.00 |
| 2048 | 460,000.00 | 23,575.00 | 483,575.00 |
| Total | <u>\$7,040,000.00</u> | <u>\$6,734,931.42</u> | <u>\$13,774,931.42</u> |

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**EXHIBIT B-2 – PHASE #2-6 MAJOR IMPROVEMENT BONDS DEBT SERVICE
SCHEDULE**

DEBT SERVICE REQUIREMENTS

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

| <u>Year Ending (September 15)</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|---------------------------------------|------------------------------|------------------------------|-------------------------------|
| 2019 | - | \$ 71,315.83 | \$ 71,315.83 |
| 2020 | - | 442,650.00 | 442,650.00 |
| 2021 | \$115,000.00 | 442,650.00 | 557,650.00 |
| 2022 | 120,000.00 | 436,756.26 | 556,756.26 |
| 2023 | 125,000.00 | 430,606.26 | 555,606.26 |
| 2024 | 130,000.00 | 424,200.00 | 554,200.00 |
| 2025 | 140,000.00 | 417,537.50 | 557,537.50 |
| 2026 | 145,000.00 | 410,012.50 | 555,012.50 |
| 2027 | 155,000.00 | 402,218.76 | 557,218.76 |
| 2028 | 165,000.00 | 393,887.50 | 558,887.50 |
| 2029 | 170,000.00 | 385,018.76 | 555,018.76 |
| 2030 | 180,000.00 | 375,881.26 | 555,881.26 |
| 2031 | 195,000.00 | 365,306.26 | 560,306.26 |
| 2032 | 205,000.00 | 353,850.00 | 558,850.00 |
| 2033 | 215,000.00 | 341,806.26 | 556,806.26 |
| 2034 | 230,000.00 | 329,175.00 | 559,175.00 |
| 2035 | 245,000.00 | 315,662.50 | 560,662.50 |
| 2036 | 260,000.00 | 301,268.76 | 561,268.76 |
| 2037 | 275,000.00 | 285,993.76 | 560,993.76 |
| 2038 | 290,000.00 | 269,837.50 | 559,837.50 |
| 2039 | 310,000.00 | 252,800.00 | 562,800.00 |
| 2040 | 330,000.00 | 234,587.50 | 564,587.50 |
| 2041 | 350,000.00 | 214,375.00 | 564,375.00 |
| 2042 | 370,000.00 | 192,937.50 | 562,937.50 |
| 2043 | 395,000.00 | 170,275.00 | 565,275.00 |
| 2044 | 420,000.00 | 146,081.26 | 566,081.26 |
| 2045 | 445,000.00 | 120,356.26 | 565,356.26 |
| 2046 | 475,000.00 | 93,100.00 | 568,100.00 |
| 2047 | 505,000.00 | 64,006.26 | 569,006.26 |
| 2048 | 540,000.00 | 33,075.00 | 573,075.00 |
| Total | <u>\$7,500,000.00</u> | <u>\$8,717,228.45</u> | <u>\$16,217,228.45</u> |

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OWNERS CERTIFICATION

STATE OF TEXAS
COUNTY OF KAUFMAN

WHEREAS **BDMR DEVELOPMENT, LLC**, is the owner of a tract or parcel of land situated in the Andrew Nail Survey, Abstract No. 355, Kaufman County, Texas, and being part of that tract of land described in a Deed to BDMR Development, LLC, as recorded in Volume 4714, Page 548 of the Official Public Records of Kaufman County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with red cap stamped "USA INC" set in the Southeastly line of F.M. Highway No. 2757 (a variable width right-of-way), said point being the most Northern Northeast corner of a tract of land described in a Deed to Kathleen Kelly Sanders, as recorded in Volume 1348, Page 252 of the Deed Records of Kaufman County, Texas;

THENCE in a Southeastly direction, along the Southeastly line of said F.M. Highway No. 2757, and along a non-tangent curve to the left having a central angle of 95 degrees 02 minutes 30 seconds, a radius of 5773.95 feet, a chord bearing of South 49 degrees 07 minutes 37 seconds East, a chord distance of 513.89 feet, an arc length 513.85 feet to a concrete monument found for corner;

THENCE along the Southeastly line of said F.M. Highway No. 2757 as follows:

- South 51 degrees 26 minutes 10 seconds East for a distance of 215.11 feet to a concrete monument found for corner;
- South 42 degrees 33 minutes 08 seconds East for a distance of 309.76 feet to a concrete monument found for corner;
- South 50 degrees 17 minutes 44 seconds East for a distance of 254.13 feet to a concrete monument found for corner;
- South 62 degrees 56 minutes 42 seconds East for a distance of 125.71 feet to a concrete monument found for corner;
- South 47 degrees 24 minutes 43 seconds East for a distance of 306.97 feet to a concrete monument found for corner;
- South 53 degrees 47 minutes 02 seconds East for a distance of 101.75 feet to a concrete monument found for corner;
- South 45 degrees 42 minutes 34 seconds East for a distance of 2,152.21 feet to a concrete monument found for corner;
- South 45 degrees 08 minutes 12 seconds East for a distance of 1,645.38 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;

THENCE departing the Southeastly line of said F.M. Highway No. 2757 and crossing said BDMR Development, LLC, tract the following courses and distances:

- South 44 degrees 46 minutes 58 seconds West a distance of 620.00 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- South 45 degrees 13 minutes 02 seconds East a distance of 69.90 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- South 44 degrees 49 minutes 58 seconds West a distance of 465.70 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- South 45 degrees 13 minutes 02 seconds West a distance of 5.90 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- South 44 degrees 46 minutes 58 seconds West a distance of 145.00 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- North 45 degrees 13 minutes 06 seconds West a distance of 222.46 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner, said point being at the beginning of a non-tangent curve to the left whose chord bears North 28 degrees 20 minutes 52 seconds West, a chord distance of 1,034.85 feet;
- In a Northwestly direction along said curve to the left having a central angle of 38 degrees 07 minutes 48 seconds, a radius of 2,749.05 feet, an arc length of 1,713.53 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- North 67 degrees 18 minutes 06 seconds West a distance of 204.55 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- North 43 degrees 47 minutes 24 seconds West a distance of 486.85 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- North 24 degrees 1 minute 41 seconds West a distance of 334.55 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- North 68 degrees 26 minutes 08 seconds East a distance 119.73 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner, said point being at the beginning of a non-tangent curve to the left whose chord bears North 38 degrees 19 minutes 01 seconds West a chord distance of 81.60 feet;
- In a Northwestly direction along said curve to the left having a central angle of 18 degrees 47 minutes 06 seconds, a radius of 293.00 feet, an arc length of 81.36 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- North 40 degrees 42 minutes 34 seconds West a distance of 269.16 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner, said point being at the beginning of a tangent curve to the right whose chord bears North 34 degrees 02 minutes 50 seconds West a chord distance of 105.11 feet;
- In a Northwestly direction along said curve to the right having a central angle of 23 degrees 19 minutes 28 seconds, a radius of 290.00 feet, an arc length of 105.84 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- South 67 degrees 36 minutes 54 seconds West a distance of 160.47 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- South 17 degrees 06 minutes 09 seconds West a distance of 450.82 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- North 45 degrees 38 minutes 58 seconds West a distance of 320.67 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- South 56 degrees 38 minutes 39 seconds West a distance of 204.22 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- North 58 degrees 23 minutes 20 seconds West a distance of 872.91 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- North 58 degrees 39 minutes 33 seconds West a distance of 445.49 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- North 74 degrees 40 minutes 31 seconds West a distance of 626.89 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner;
- South 85 degrees 37 minutes 35 seconds West a distance of 626.89 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner, said point being at the common Extraterritorial Jurisdiction Line of the City of Seagoville and the City Limit Line of Mesquite.

THENCE North 00 degrees 12 minutes 36 seconds West continuing crossing said BDMR Tract a distance of 591.99 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner, said point being in the Southeastly line of a tract of land described in Deed to George Brian Hoh as recorded in Volume 1131, Page 813 of the Deed Records, Kaufman County, Texas and being in the said Seagoville ETJ and Mesquite City Limit Line.

THENCE North 44 degrees 58 minutes 09 seconds East following the Southeastly line of said Holy Tract and said ETJ and City Limit Line for a distance of 265.55 feet to a 5/8 inch iron rod found for a corner of said Holy Tract and the ETJ and Mesquite City Limit Line.

THENCE North 40 degrees 51 minutes 56 seconds West following the Northeastly line of said Holy Tract and said ETJ/City Limit Line a distance of 280.04 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner.

THENCE North 00 degrees 12 minutes 38 seconds West crossing said BDMR Tract for a distance 285.70 feet to a 1/2 inch iron rod with red cap stamped "USA INC" set for corner in the Southeastly line of a tract of land described in Deed to D.P. Newton, et al., as recorded in Volume 816, Page 568 of the Deed Records of Kaufman County, Texas and in the Northernly line of said BDMR Tract, said corner also being a corner of said ETJ/City Limit Line.

THENCE South 73 degrees 12 minutes 11 seconds East along the common Southeastly line of said Newton tract and the Northernly line of said BDMR Tract a distance of 542.80 feet to a wooden monument found for corner.

THENCE South 43 degrees 04 minutes 08 seconds East along the common Southeastly line of said Newton tract and the Northernly line of said BDMR Tract for a distance of 154.48 feet to a 3/8" iron rod found for corner at the most Southeastly corner of said Newton Tract and a corner of said BDMR Tract.

THENCE North 44 degrees 07 minutes 55 seconds East along the Southeastly line of said Newton tract, passing a 3/8" iron rod found for the most Southeastly Northeast corner of same and the most Southeastly corner of the above cited Kathleen Kelly Sanders tract at a distance of 434.02 feet, and continuing along the Southeastly line of said Sanders Tract for a total distance of 683.75 feet to a 1/2" inch iron pipe found for corner at the most Southeastly Northeast corner of said Sanders Tract.

THENCE North 45 degrees 19 minutes 28 seconds West along the Northeastly line of said Sanders tract, for a distance of 297.17 feet to a 5/8 inch iron rod found

THENCE North 44 degrees 08 minutes 38 seconds East along the Southeastly line of said Sanders tract, for a distance of 484.46 feet to the **POINT OF BEGINNING**, and containing 8,656,344 square feet or 197.40 acres of land.

DECLARATION OF COVENANTS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That BDMR Development, LLC, do hereby dedicate this plot designating the herein-described property as POLO RIDGE - PHASE I, an addition to the City of Mesquite, 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 particular use. The maintenance for putting 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, repairing, 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 the purpose of reading meters and any maintenance and services required or ordinarily performed by the utility.

All utility easements shall also include additional areas 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 hydrant, water services first be main to pad 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 delineated on this plat may be utilized by any person, including the general public, for the ingress and egress to or from the real property, for both vehicular and pedestrian use and access, in, along, upon and across the premises containing the access easements.

This plat approved subject to all planning ordinances, rules and regulations of the City of Mesquite, Texas.

WITNES OUR HAND at Farmers Branch, Texas, this 6th day of March, 2024.

BDMR DEVELOPMENT, LLC
By: [Signature]
Name: [Name]
Title: [Title]

STATE OF TEXAS
COUNTY OF DALLAS:

[Signature]
Notary Public in and for said County and State on this day personally appeared _____, know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of March, 2024.

[Signature]
NOTARY PUBLIC, DALLAS COUNTY, TEXAS
MY COMMISSION EXPIRES 3/10/28

SURVEYORS CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS:

That I, William V. Perry, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this plat from an actual survey of the land and that the corner monuments shown thereon were found and/or properly placed under supervision in accordance with the plotting rules and regulations of the City of Mesquite, Kaufman County, Texas.

WITNESS MY HAND AT DALLAS, TEXAS, this 4th day of March, 2024.

[Signature]
William V. Perry, RPLS Registration No. 4699
Registered Professional Land Surveyor
USA Professional Services Group Inc.

STATE OF TEXAS
COUNTY OF DALLAS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared William V. Perry, know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of March, 2024.

[Signature]
NOTARY PUBLIC, DALLAS COUNTY, TEXAS
MY COMMISSION EXPIRES Aug 30, 2026

OWNER / DEVELOPER:
STREET PHOTO, LLC / BDMR DEVELOPMENT, LLC
1800 VALLEY MEADOW LANE, SUITE 350
FARMERS BRANCH, TEXAS 75234

CITY OF MESQUITE, TEXAS
Certificate of Approval
On the 6th day of March, 2024, this Amending Plat was approved by the Director of Planning and Development Services or their designee.
By: [Signature]
Title: [Title]
Attest: [Signature]
Secretary

CITY OF MESQUITE MAINTENANCE AGREEMENT FOR DRAINAGE FACILITIES

The HOA of the platted property agrees to perpetually maintain the drainage facilities within the drainage, floodplain and maintenance easements shown on this plat as follows:

The HOA agrees to maintain in good structural condition and repair all drainage pipes, including reinforced concrete pipe (RCP) and other drainage piping material. The HOA agrees to repair any defects in the storm drainage piping system, including leaking pipe, joints, deflection of flexible pipe diameter in excess of 3%, pipe structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage.

The HOA agrees to repair any drainage pipe defects within 30 calendar days after having notice or knowledge of the problem via inspection by the HOA, and/or the City of Mesquite.

The HOA agrees to maintain, repair and remove obstructions in the storm drainage inlet and outlet structures, including but not limited to grate inlets, curb inlets, catch basins, Y inlets, and headwalls.

The HOA agrees to repair any defects in the storm drainage inlet or outlet structures and remove obstructions that might impair the hydraulic capacity or structural soundness of the drainage system.

The HOA agrees to repair any drainage inlet or outlet structural defects and remove obstructions within 30 calendar days after having notice or knowledge of the problem via inspection by the HOA, and/or the City of Mesquite.

The HOA agrees to maintain and repair concrete channel lining, pilot channels, rock rip-rap, gabions or any other channel lining material and to repair any defects in the channel lining material including undermining, excessive cracking and settlement, structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage. Rock rip-rap washed downstream will be replaced as needed to maintain the rock layer thickness as designed.

The HOA agrees to repair any defects in the channel lining within 30 calendar days after having notice or knowledge of the problem via inspection by the HOA, and/or the City of Mesquite.

The HOA agrees to maintain and repair channels, ditches and detention or retention ponds, and to repair erosion in same by backfilling the eroded area and re-establishing protective vegetation, rock rip-rap, concrete or other material approved by the City Engineer.

The HOA agrees to repair any eroded areas in the channels, ditches and detention or retention ponds within 30 calendar days after having notice or knowledge of the problem via inspection by the HOA, and/or the City of Mesquite. Channels, ditches and detention or retention ponds will be inspected monthly by the HOA to determine vegetation removal maintenance. Removal of willow, cottonwoods or other "woody" vegetation from channels, ditches, detention ponds and retention ponds shall be done at least once a year. Ditches, curbs, channels and detention or retention ponds shall be mowed as frequently as required to prevent grassy vegetation from exceeding a height of more than one foot. Channels, ditches, detention or retention ponds, inlet and outlet structures and drainage piping will be inspected for debris, trash and sediment accumulation at least once a year.

Updated: September 8, 2020 accumulated debris, trash or sediment will be removed as needed to insure the designed hydraulic capacity of the drainage system, with sediment accumulations in detention ponds not to exceed 18 inches in depth before removal is required. Trash or debris shall not be allowed to accumulate and shall be removed within 30 calendar days after having notice or knowledge of the problem via inspection by the HOA, and/or the City of Mesquite.

The HOA or a representative agent agrees to inspect all drainage facilities every 30 calendar days after identifying any obstructions or structural problems, complete a written inspection report, and take the actions necessary to remove obstructions and repair structural problems within 30 calendar days.

The HOA shall ensure a copy of the inspection report is forwarded to the Engineering Division within 10 calendar days of the inspection. HOA agrees to maintain access to the drainage system within the drainage, floodway and maintenance easements for maintenance and inspection by the HOA, and/or the City of Mesquite. All references in this maintenance agreement to repairs to be made "within 30 calendar days" shall mean that the HOA shall commence repairs within 30 calendar days after having notice or knowledge of the problem via inspection by the HOA, and/or the City of Mesquite.

The HOA shall diligently work to complete such repairs.

NOTES:

1. Bearings are based on Texas State Plane Coordinate, North Central Zone 4202, NAD 83.
2. NOTICE: Setting a portion of this addition by acres and bounds is a violation of City Ordinance and State Law and is subject to fines and withholding of utilities and building permit.
3. Inherent inaccuracies of FEMA or Flood Rate Insurance Maps preclude a Surveyor from certifying to the accuracy of locations based on such maps.
4. This Flood Plat, according to the Federal Emergency Management Agency, National Flood Insurance Rate Maps, Community Plan No. 45257 C015 D and Community Plan No. 48257 C015 D, with the effective date of July 3, 2012, is not within an identified (shaded) Special Flood Hazard Area (including the 100 year Flood), but within Zone X, area determined to be the 500 year floodplain, as identified by the Federal Emergency Management Agency.
5. Development standards of this plat shall comply with zoning ordinance FD.

**AMENDED PLAT
POLO RIDGE ADDITION PHASE 1
200 RESIDENTIAL LOTS 13 OPEN SPACE (HOA) LOTS**

**BEND 157.55 ACRES OF LAND SITUATED IN THE
ANDREW NAIL SURVEY, ABSTRACT NO. 355**

BLOCK A, LOTS 1-6, 7X & LOTS 8-12,
BLOCK B, LOTS 1-23, 24X, 25X & LOT 26-30,
BLOCK C, LOTS 1-16, & 17X, BLOCK D, LOTS 1-10, 11X & 12-20,
BLOCK E, LOTS 1-15 & 16X, BLOCK F, LOTS 1-20,
BLOCK G, LOTS 1-5, 6X, LOTS 7-11, 12X & LOTS 13-15,
BLOCK H, LOTS 1-18 & 19X, BLOCK I, LOTS 1-24,
BLOCK J, LOTS 1-18 & 19X, BLOCK K, LOT 1 & 2X
BLOCK M, LOTS 1 & 2, BLOCK O, LOTS 1-8, BLOCK S, LOTS 1 & 2
BLOCK Q, LOT 1X, BLOCK R, LOT 1X

CITY OF MESQUITE, KAUFMAN COUNTY, TEXAS
OWNERS / SURVEYORS:

USA PROFESSIONAL SERVICES GROUP, INC.
CIVIL ENGINEERS - SURVEYORS - PLANNERS LANDSCAPE ARCHITECTS
TEXAS BOARD OF PROFESSIONAL ENGINEERS - REGISTERED ENGINEERS FB-1845
TEXAS BOARD OF LAND SURVEYORS - REGISTERED FB 101074-00
1800 VALLEY MEADOW LANE, SUITE 350
FARMERS BRANCH, TEXAS 75234

FILED FOR RECORD IN KAUFMAN COUNTY
INSTRUMENT 2024-0006949
CABINET 4.0587
7
Wednesday, March 06, 2024

FEBRUARY 29 2024 2005013.00 SHEET 3 OF 3

EXHIBIT D – LOT TYPE CLASSIFICATION MAP

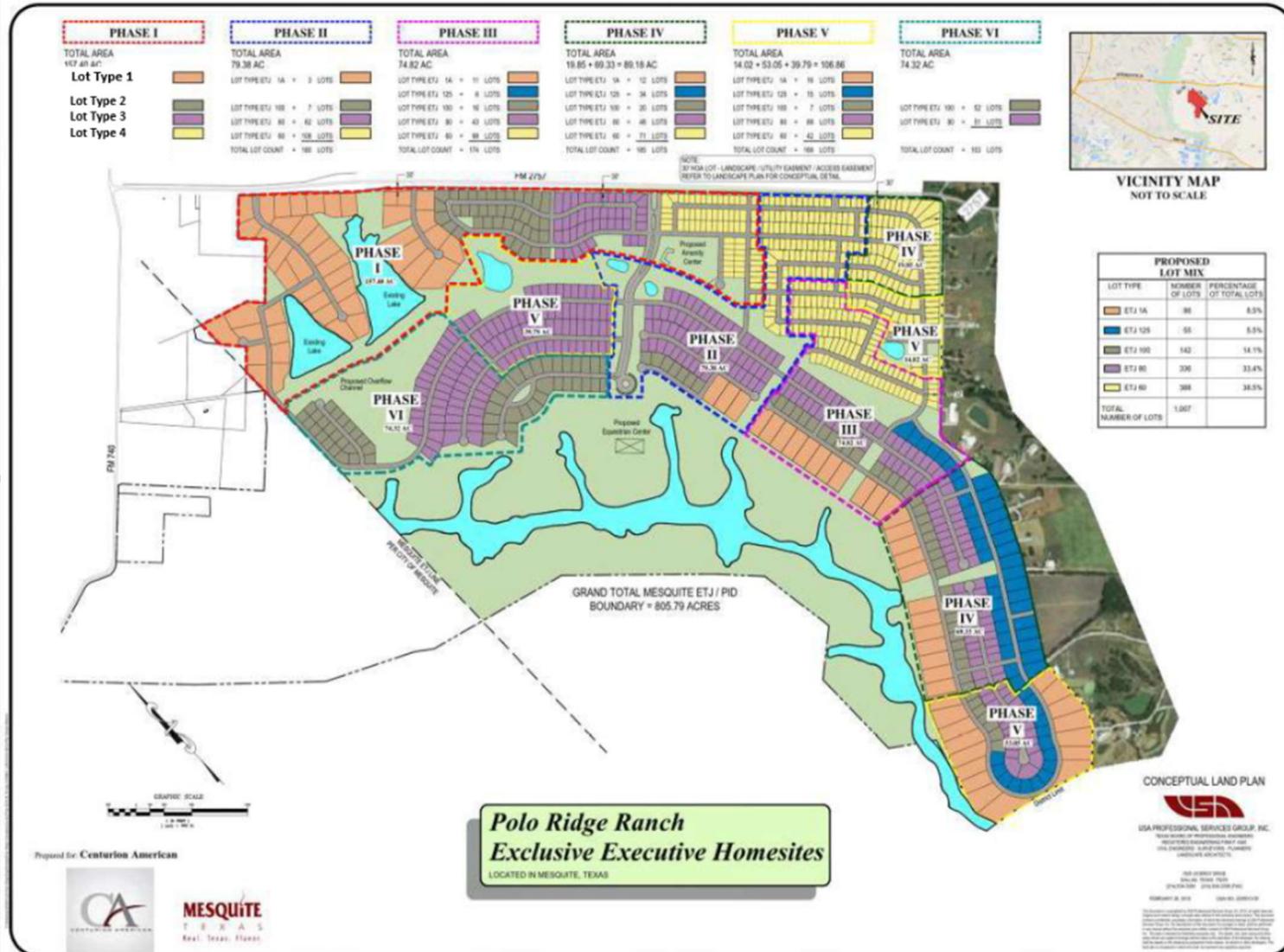


EXHIBIT E – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Phase #1
 - Lot Type 1
 - Lot Type 2
 - Lot Type 3
 - Lot Type 4
- Phases #2-6
 - Initial Parcel

**POLO RIDGE PUBLIC IMPROVEMENT DISTRICT NO. 2 – PHASE #1 – LOT TYPE 1
BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PHASE #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$40,249.95

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Polo Ridge Public Improvement District No. 2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - PHASE #1 LOT TYPE 1

| Installment Due 1/31 | Principal | Interest ^[a] | Delinquency Reserve | Prepayment Reserve | Administrative Expenses | Total Annual Installment Due ^[b] |
|----------------------|---------------------|-------------------------|---------------------|--------------------|-------------------------|---|
| 2026 | \$ 948.55 | \$ 2,037.12 | \$ 120.75 | \$ 80.50 | \$ 164.24 | \$ 3,351.15 |
| 2027 | \$ 1,011.78 | \$ 1,994.44 | \$ 117.90 | \$ 78.60 | \$ 222.35 | \$ 3,425.07 |
| 2028 | \$ 1,043.40 | \$ 1,948.91 | \$ 114.87 | \$ 76.58 | \$ 226.80 | \$ 3,410.55 |
| 2029 | \$ 1,106.64 | \$ 1,901.95 | \$ 111.74 | \$ 74.49 | \$ 231.33 | \$ 3,426.15 |
| 2030 | \$ 1,138.25 | \$ 1,852.15 | \$ 108.42 | \$ 72.28 | \$ 235.96 | \$ 3,407.07 |
| 2031 | \$ 1,201.49 | \$ 1,793.82 | \$ 105.00 | \$ 70.00 | \$ 240.68 | \$ 3,410.99 |
| 2032 | \$ 1,264.73 | \$ 1,732.24 | \$ 101.40 | \$ 67.60 | \$ 245.49 | \$ 3,411.46 |
| 2033 | \$ 1,327.96 | \$ 1,667.42 | \$ 97.61 | \$ 65.07 | \$ 250.40 | \$ 3,408.47 |
| 2034 | \$ 1,422.82 | \$ 1,599.37 | \$ 93.62 | \$ 62.41 | \$ 255.41 | \$ 3,433.63 |
| 2035 | \$ 1,486.05 | \$ 1,526.45 | \$ 89.35 | \$ 59.57 | \$ 260.52 | \$ 3,421.94 |
| 2036 | \$ 1,549.29 | \$ 1,450.29 | \$ 84.89 | \$ 56.60 | \$ 265.73 | \$ 3,406.80 |
| 2037 | \$ 1,644.15 | \$ 1,370.89 | \$ 80.25 | \$ 53.50 | \$ 271.04 | \$ 3,419.82 |
| 2038 | \$ 1,739.00 | \$ 1,286.62 | \$ 75.31 | \$ 50.21 | \$ 276.46 | \$ 3,427.61 |
| 2039 | \$ 1,833.85 | \$ 1,197.50 | \$ 70.10 | \$ 46.73 | \$ 281.99 | \$ 3,430.18 |
| 2040 | \$ 1,928.71 | \$ 1,103.51 | \$ 64.60 | \$ 43.06 | \$ 287.63 | \$ 3,427.52 |
| 2041 | \$ 2,023.56 | \$ 1,004.67 | \$ 58.81 | \$ 39.21 | \$ 293.39 | \$ 3,419.63 |
| 2042 | \$ 2,150.04 | \$ 900.96 | \$ 52.74 | \$ 35.16 | \$ 299.25 | \$ 3,438.15 |
| 2043 | \$ 2,244.89 | \$ 790.77 | \$ 46.29 | \$ 30.86 | \$ 305.24 | \$ 3,418.05 |
| 2044 | \$ 2,371.36 | \$ 675.72 | \$ 39.55 | \$ 26.37 | \$ 311.34 | \$ 3,424.35 |
| 2045 | \$ 2,497.84 | \$ 554.19 | \$ 32.44 | \$ 21.63 | \$ 317.57 | \$ 3,423.66 |
| 2046 | \$ 2,624.31 | \$ 426.17 | \$ 24.95 | \$ 16.63 | \$ 323.92 | \$ 3,415.98 |
| 2047 | \$ 2,782.40 | \$ 291.68 | \$ 17.07 | \$ 11.38 | \$ 330.40 | \$ 3,432.94 |
| 2048 | \$ 2,908.87 | \$ 149.08 | \$ 8.73 | \$ 5.82 | \$ 337.01 | \$ 3,409.51 |
| Total | \$ 40,249.95 | \$ 29,255.91 | \$ 1,716.39 | \$ 1,144.26 | \$ 6,234.17 | \$ 78,600.69 |

Footnotes:

[a] Interest is calculated at 4.250%, 4.50%, and 5.125% for term bonds maturing in 2024, 2029, and 2048 respectively.

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

POLO RIDGE PUBLIC IMPROVEMENT DISTRICT NO. 2 – PHASE #1 – LOT TYPE 2
BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PHASE #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$37,072.32

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Polo Ridge Public Improvement District No. 2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - PHASE #1 LOT TYPE 2

| Installment Due 1/31 | Principal | Interest ^[a] | Delinquency Reserve | Prepayment Reserve | Administrative Expenses | Total Annual Installment Due ^[b] |
|----------------------|---------------------|-------------------------|---------------------|--------------------|-------------------------|---|
| 2026 | \$ 873.66 | \$ 1,876.29 | \$ 111.22 | \$ 74.14 | \$ 151.27 | \$ 3,086.59 |
| 2027 | \$ 931.90 | \$ 1,836.98 | \$ 108.60 | \$ 72.40 | \$ 204.80 | \$ 3,154.67 |
| 2028 | \$ 961.03 | \$ 1,795.04 | \$ 105.80 | \$ 70.53 | \$ 208.89 | \$ 3,141.30 |
| 2029 | \$ 1,019.27 | \$ 1,751.80 | \$ 102.92 | \$ 68.61 | \$ 213.07 | \$ 3,155.67 |
| 2030 | \$ 1,048.39 | \$ 1,705.93 | \$ 99.86 | \$ 66.57 | \$ 217.33 | \$ 3,138.09 |
| 2031 | \$ 1,106.64 | \$ 1,652.20 | \$ 96.71 | \$ 64.48 | \$ 221.68 | \$ 3,141.71 |
| 2032 | \$ 1,164.88 | \$ 1,595.49 | \$ 93.39 | \$ 62.26 | \$ 226.11 | \$ 3,142.14 |
| 2033 | \$ 1,223.12 | \$ 1,535.79 | \$ 89.90 | \$ 59.93 | \$ 230.63 | \$ 3,139.38 |
| 2034 | \$ 1,310.49 | \$ 1,473.10 | \$ 86.23 | \$ 57.49 | \$ 235.25 | \$ 3,162.55 |
| 2035 | \$ 1,368.73 | \$ 1,405.94 | \$ 82.30 | \$ 54.87 | \$ 239.95 | \$ 3,151.79 |
| 2036 | \$ 1,426.98 | \$ 1,335.79 | \$ 78.19 | \$ 52.13 | \$ 244.75 | \$ 3,137.84 |
| 2037 | \$ 1,514.34 | \$ 1,262.66 | \$ 73.91 | \$ 49.27 | \$ 249.65 | \$ 3,149.83 |
| 2038 | \$ 1,601.71 | \$ 1,185.05 | \$ 69.37 | \$ 46.25 | \$ 254.64 | \$ 3,157.01 |
| 2039 | \$ 1,689.08 | \$ 1,102.96 | \$ 64.56 | \$ 43.04 | \$ 259.73 | \$ 3,159.37 |
| 2040 | \$ 1,776.44 | \$ 1,016.39 | \$ 59.50 | \$ 39.66 | \$ 264.93 | \$ 3,156.92 |
| 2041 | \$ 1,863.81 | \$ 925.35 | \$ 54.17 | \$ 36.11 | \$ 270.22 | \$ 3,149.66 |
| 2042 | \$ 1,980.30 | \$ 829.83 | \$ 48.58 | \$ 32.38 | \$ 275.63 | \$ 3,166.72 |
| 2043 | \$ 2,067.66 | \$ 728.34 | \$ 42.63 | \$ 28.42 | \$ 281.14 | \$ 3,148.20 |
| 2044 | \$ 2,184.15 | \$ 622.37 | \$ 36.43 | \$ 24.29 | \$ 286.76 | \$ 3,154.01 |
| 2045 | \$ 2,300.64 | \$ 510.44 | \$ 29.88 | \$ 19.92 | \$ 292.50 | \$ 3,153.37 |
| 2046 | \$ 2,417.13 | \$ 392.53 | \$ 22.98 | \$ 15.32 | \$ 298.35 | \$ 3,146.30 |
| 2047 | \$ 2,562.74 | \$ 268.65 | \$ 15.73 | \$ 10.48 | \$ 304.32 | \$ 3,161.91 |
| 2048 | \$ 2,679.23 | \$ 137.31 | \$ 8.04 | \$ 5.36 | \$ 310.40 | \$ 3,140.33 |
| Total | \$ 37,072.32 | \$ 26,946.24 | \$ 1,580.89 | \$ 1,053.93 | \$ 5,742.00 | \$ 72,395.37 |

Footnotes:

[a] Interest is calculated at 4.250%, 4.50%, and 5.125% for term bonds maturing in 2024, 2029, and 2048 respectively.

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

**POLO RIDGE PUBLIC IMPROVEMENT DISTRICT NO. 2 – PHASE #1 – LOT TYPE 3
BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PHASE #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$31,352.59

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Polo Ridge Public Improvement District No. 2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - PHASE #1 LOT TYPE 3

| Installment Due 1/31 | Principal | Interest ^[a] | Delinquency Reserve | Prepayment Reserve | Administrative Expenses | Total Annual Installment Due ^[b] |
|----------------------|---------------------|-------------------------|---------------------|--------------------|-------------------------|---|
| 2026 | \$ 738.87 | \$ 1,586.81 | \$ 94.06 | \$ 62.71 | \$ 127.93 | \$ 2,610.37 |
| 2027 | \$ 788.12 | \$ 1,553.56 | \$ 91.84 | \$ 61.23 | \$ 173.20 | \$ 2,667.95 |
| 2028 | \$ 812.75 | \$ 1,518.09 | \$ 89.48 | \$ 59.65 | \$ 176.66 | \$ 2,656.64 |
| 2029 | \$ 862.01 | \$ 1,481.52 | \$ 87.04 | \$ 58.03 | \$ 180.20 | \$ 2,668.79 |
| 2030 | \$ 886.64 | \$ 1,442.73 | \$ 84.45 | \$ 56.30 | \$ 183.80 | \$ 2,653.93 |
| 2031 | \$ 935.90 | \$ 1,397.29 | \$ 81.79 | \$ 54.53 | \$ 187.48 | \$ 2,656.99 |
| 2032 | \$ 985.16 | \$ 1,349.33 | \$ 78.98 | \$ 52.66 | \$ 191.23 | \$ 2,657.35 |
| 2033 | \$ 1,034.41 | \$ 1,298.84 | \$ 76.03 | \$ 50.69 | \$ 195.05 | \$ 2,655.02 |
| 2034 | \$ 1,108.30 | \$ 1,245.82 | \$ 72.93 | \$ 48.62 | \$ 198.95 | \$ 2,674.62 |
| 2035 | \$ 1,157.56 | \$ 1,189.02 | \$ 69.60 | \$ 46.40 | \$ 202.93 | \$ 2,665.51 |
| 2036 | \$ 1,206.82 | \$ 1,129.70 | \$ 66.13 | \$ 44.09 | \$ 206.99 | \$ 2,653.72 |
| 2037 | \$ 1,280.70 | \$ 1,067.85 | \$ 62.51 | \$ 41.67 | \$ 211.13 | \$ 2,663.86 |
| 2038 | \$ 1,354.59 | \$ 1,002.21 | \$ 58.67 | \$ 39.11 | \$ 215.35 | \$ 2,669.93 |
| 2039 | \$ 1,428.48 | \$ 932.79 | \$ 54.60 | \$ 36.40 | \$ 219.66 | \$ 2,671.93 |
| 2040 | \$ 1,502.36 | \$ 859.58 | \$ 50.32 | \$ 33.54 | \$ 224.05 | \$ 2,669.86 |
| 2041 | \$ 1,576.25 | \$ 782.58 | \$ 45.81 | \$ 30.54 | \$ 228.53 | \$ 2,663.72 |
| 2042 | \$ 1,674.77 | \$ 701.80 | \$ 41.08 | \$ 27.39 | \$ 233.10 | \$ 2,678.14 |
| 2043 | \$ 1,748.65 | \$ 615.97 | \$ 36.06 | \$ 24.04 | \$ 237.77 | \$ 2,662.48 |
| 2044 | \$ 1,847.17 | \$ 526.35 | \$ 30.81 | \$ 20.54 | \$ 242.52 | \$ 2,667.39 |
| 2045 | \$ 1,945.68 | \$ 431.68 | \$ 25.27 | \$ 16.85 | \$ 247.37 | \$ 2,666.85 |
| 2046 | \$ 2,044.20 | \$ 331.97 | \$ 19.43 | \$ 12.95 | \$ 252.32 | \$ 2,660.87 |
| 2047 | \$ 2,167.34 | \$ 227.20 | \$ 13.30 | \$ 8.87 | \$ 257.36 | \$ 2,674.08 |
| 2048 | \$ 2,265.86 | \$ 116.13 | \$ 6.80 | \$ 4.53 | \$ 262.51 | \$ 2,655.83 |
| Total | \$ 31,352.59 | \$ 22,788.82 | \$ 1,336.98 | \$ 891.32 | \$ 4,856.09 | \$ 61,225.80 |

Footnotes:

[a] Interest is calculated at 4.250%, 4.50%, and 5.125% for term bonds maturing in 2024, 2029, and 2048 respectively.

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

**POLO RIDGE PUBLIC IMPROVEMENT DISTRICT NO. 2 – PHASE #1 – LOT TYPE 4
BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PHASE #1 LOT TYPE 4 PRINCIPAL ASSESSMENT: \$24,149.97

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Polo Ridge Public Improvement District No. 2* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - PHASE #1 LOT TYPE 4

| Installment Due 1/31 | Principal | Interest ^[a] | Delinquency Reserve | Prepayment Reserve | Administrative Expenses | Total Annual Installment Due ^[b] |
|----------------------|---------------------|-------------------------|---------------------|--------------------|-------------------------|---|
| 2026 | \$ 569.13 | \$ 1,222.27 | \$ 72.45 | \$ 48.30 | \$ 98.54 | \$ 2,010.69 |
| 2027 | \$ 607.07 | \$ 1,196.66 | \$ 70.74 | \$ 47.16 | \$ 133.41 | \$ 2,055.04 |
| 2028 | \$ 626.04 | \$ 1,169.34 | \$ 68.92 | \$ 45.95 | \$ 136.08 | \$ 2,046.33 |
| 2029 | \$ 663.98 | \$ 1,141.17 | \$ 67.04 | \$ 44.70 | \$ 138.80 | \$ 2,055.69 |
| 2030 | \$ 682.95 | \$ 1,111.29 | \$ 65.05 | \$ 43.37 | \$ 141.58 | \$ 2,044.24 |
| 2031 | \$ 720.89 | \$ 1,076.29 | \$ 63.00 | \$ 42.00 | \$ 144.41 | \$ 2,046.60 |
| 2032 | \$ 758.84 | \$ 1,039.35 | \$ 60.84 | \$ 40.56 | \$ 147.30 | \$ 2,046.88 |
| 2033 | \$ 796.78 | \$ 1,000.45 | \$ 58.56 | \$ 39.04 | \$ 150.24 | \$ 2,045.08 |
| 2034 | \$ 853.69 | \$ 959.62 | \$ 56.17 | \$ 37.45 | \$ 153.25 | \$ 2,060.18 |
| 2035 | \$ 891.63 | \$ 915.87 | \$ 53.61 | \$ 35.74 | \$ 156.31 | \$ 2,053.17 |
| 2036 | \$ 929.57 | \$ 870.17 | \$ 50.94 | \$ 33.96 | \$ 159.44 | \$ 2,044.08 |
| 2037 | \$ 986.49 | \$ 822.53 | \$ 48.15 | \$ 32.10 | \$ 162.63 | \$ 2,051.89 |
| 2038 | \$ 1,043.40 | \$ 771.97 | \$ 45.19 | \$ 30.13 | \$ 165.88 | \$ 2,056.57 |
| 2039 | \$ 1,100.31 | \$ 718.50 | \$ 42.06 | \$ 28.04 | \$ 169.20 | \$ 2,058.11 |
| 2040 | \$ 1,157.23 | \$ 662.11 | \$ 38.76 | \$ 25.84 | \$ 172.58 | \$ 2,056.51 |
| 2041 | \$ 1,214.14 | \$ 602.80 | \$ 35.29 | \$ 23.52 | \$ 176.03 | \$ 2,051.78 |
| 2042 | \$ 1,290.02 | \$ 540.58 | \$ 31.64 | \$ 21.10 | \$ 179.55 | \$ 2,062.89 |
| 2043 | \$ 1,346.93 | \$ 474.46 | \$ 27.77 | \$ 18.52 | \$ 183.14 | \$ 2,050.83 |
| 2044 | \$ 1,422.82 | \$ 405.43 | \$ 23.73 | \$ 15.82 | \$ 186.81 | \$ 2,054.61 |
| 2045 | \$ 1,498.70 | \$ 332.51 | \$ 19.46 | \$ 12.98 | \$ 190.54 | \$ 2,054.20 |
| 2046 | \$ 1,574.59 | \$ 255.70 | \$ 14.97 | \$ 9.98 | \$ 194.35 | \$ 2,049.59 |
| 2047 | \$ 1,669.44 | \$ 175.01 | \$ 10.24 | \$ 6.83 | \$ 198.24 | \$ 2,059.76 |
| 2048 | \$ 1,745.32 | \$ 89.45 | \$ 5.24 | \$ 3.49 | \$ 202.21 | \$ 2,045.70 |
| Total | \$ 24,149.97 | \$ 17,553.55 | \$ 1,029.84 | \$ 686.56 | \$ 3,740.50 | \$ 47,160.41 |

Footnotes:

[a] Interest is calculated at 4.250%, 4.50%, and 5.125% for term bonds maturing in 2024, 2029, and 2048 respective

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

**POLO RIDGE PUBLIC IMPROVEMENT DISTRICT NO. 2 – PHASES #2-6 – INITIAL
PARCEL BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

PHASES #2-6 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$6,870,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Mesquite, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Polo Ridge Public Improvement District No. 2* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - PHASES #2-6 INITIAL PARCEL

| Installment Due 1/31 | Principal | Interest ^[a] | Delinquency Reserve | Prepayment Reserve | Administrative Expenses | Total Annual Installment Due ^[b] |
|----------------------|------------------------|-------------------------|----------------------|----------------------|-------------------------|---|
| 2026 | \$ 145,000.00 | \$ 410,012.50 | \$ 20,610.00 | \$ 13,740.00 | \$ 42,206.21 | \$ 631,568.71 |
| 2027 | \$ 155,000.00 | \$ 402,218.76 | \$ 20,175.00 | \$ 13,450.00 | \$ 36,523.85 | \$ 627,367.61 |
| 2028 | \$ 165,000.00 | \$ 393,887.50 | \$ 19,710.00 | \$ 13,140.00 | \$ 37,254.33 | \$ 628,991.83 |
| 2029 | \$ 170,000.00 | \$ 385,018.76 | \$ 19,215.00 | \$ 12,810.00 | \$ 37,999.42 | \$ 625,043.18 |
| 2030 | \$ 180,000.00 | \$ 375,881.26 | \$ 18,705.00 | \$ 12,470.00 | \$ 38,759.41 | \$ 625,815.67 |
| 2031 | \$ 195,000.00 | \$ 365,306.26 | \$ 18,165.00 | \$ 12,110.00 | \$ 39,534.59 | \$ 630,115.85 |
| 2032 | \$ 205,000.00 | \$ 353,850.00 | \$ 17,580.00 | \$ 11,720.00 | \$ 40,325.29 | \$ 628,475.29 |
| 2033 | \$ 215,000.00 | \$ 341,806.26 | \$ 16,965.00 | \$ 11,310.00 | \$ 41,131.79 | \$ 626,213.05 |
| 2034 | \$ 230,000.00 | \$ 329,175.00 | \$ 16,320.00 | \$ 10,880.00 | \$ 41,954.43 | \$ 628,329.43 |
| 2035 | \$ 245,000.00 | \$ 315,662.50 | \$ 15,630.00 | \$ 10,420.00 | \$ 42,793.52 | \$ 629,506.02 |
| 2036 | \$ 260,000.00 | \$ 301,268.76 | \$ 14,895.00 | \$ 9,930.00 | \$ 43,649.39 | \$ 629,743.15 |
| 2037 | \$ 275,000.00 | \$ 285,993.76 | \$ 14,115.00 | \$ 9,410.00 | \$ 44,522.37 | \$ 629,041.13 |
| 2038 | \$ 290,000.00 | \$ 269,837.50 | \$ 13,290.00 | \$ 8,860.00 | \$ 45,412.82 | \$ 627,400.32 |
| 2039 | \$ 310,000.00 | \$ 252,800.00 | \$ 12,420.00 | \$ 8,280.00 | \$ 46,321.08 | \$ 629,821.08 |
| 2040 | \$ 330,000.00 | \$ 234,587.50 | \$ 11,490.00 | \$ 7,660.00 | \$ 47,247.50 | \$ 630,985.00 |
| 2041 | \$ 350,000.00 | \$ 214,375.00 | \$ 10,500.00 | \$ 7,000.00 | \$ 48,192.45 | \$ 630,067.45 |
| 2042 | \$ 370,000.00 | \$ 192,937.50 | \$ 9,450.00 | \$ 6,300.00 | \$ 49,156.30 | \$ 627,843.80 |
| 2043 | \$ 395,000.00 | \$ 170,275.00 | \$ 8,340.00 | \$ 5,560.00 | \$ 50,139.42 | \$ 629,314.42 |
| 2044 | \$ 420,000.00 | \$ 146,081.26 | \$ 7,155.00 | \$ 4,770.00 | \$ 51,142.21 | \$ 629,148.47 |
| 2045 | \$ 445,000.00 | \$ 120,356.26 | \$ 5,895.00 | \$ 3,930.00 | \$ 52,165.06 | \$ 627,346.32 |
| 2046 | \$ 475,000.00 | \$ 93,100.00 | \$ 4,560.00 | \$ 3,040.00 | \$ 53,208.36 | \$ 628,908.36 |
| 2047 | \$ 505,000.00 | \$ 64,006.26 | \$ 3,135.00 | \$ 2,090.00 | \$ 54,272.53 | \$ 628,503.79 |
| 2048 | \$ 540,000.00 | \$ 33,075.00 | \$ 1,620.00 | \$ 1,080.00 | \$ 55,357.98 | \$ 631,132.98 |
| Total | \$ 6,870,000.00 | \$ 6,051,512.60 | \$ 299,940.00 | \$ 199,960.00 | \$ 1,039,270.30 | \$ 14,460,682.90 |

Footnotes:

[a] Interest is calculated at a 5.125%, 5.375%, 5.875% and 6.125% rate for term bonds maturing in 2024, 2029, 2039 and 2048 respectively.

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