

EXHIBIT E

ACKNOWLEDGEMENT AND CONSENT OF PURCHASER TO ASSESSMENTS ON PROPERTY LOCATED WITHIN THE SOLTERRA PUBLIC IMPROVEMENT DISTRICT - PHASE #____ [DEFINED TERMS TO BE CONFORMED TO FINAL DOCUMENTS]

The undersigned, [_____] (the "**Purchaser**"), does hereby execute and deliver this acknowledgement and consent certificate for the benefit of all persons interested, including [HUFFINES LAND HOLDING PARTNERS, L.P., a Texas limited partnership] (together with its permitted successors and assigns, "**Seller**"), in connection with the offer and sale of certain property (the "**Property**") more particularly described in Exhibit A. The Property lies within "**Phase #__**" ("**Phase #__**") of the "**Solterra Public Improvement District**" (the "**District**"), a public improvement district created by the City of Mesquite, Texas (the "**City**") in accordance with Chapter 372 of the Texas Local Government Code, as amended (the "**PID Act**") for the purpose of financing certain public improvements (the "**Authorized Improvements**") that benefit the property within the District, including the Property. The Authorized Improvements have been or will be constructed in accordance with the PID Act and that certain [Solterra Public Improvement District Service and Assessment Plan, including the Assessment Roll(s), dated _____, 20__] (as the same may be amended and updated from time to time, the "**Service and Assessment Plan**"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Service and Assessment Plan.

As described in the Service and Assessment Plan, the City has issued "City of Mesquite, Texas, Special Assessment Revenue Bonds, Series 20__ (Solterra Public Improvement District Phase #__ Project)" (the "**Bonds**") under that certain Indenture of Trust, dated as of _____, 20__ (the "**Indenture**"), by and between the City and _____. (the "**Trustee**"), as trustee, and entered into a *PID Reimbursement Agreement - Solterra*, effective _____, 20__ (the "**PID Reimbursement Agreement**"), between the City and the Developer. In connection with the financing of the Authorized Improvements that benefit Phase #__ property within the District (the "**Phase #__ Improvements**") [and obligations under the PID Reimbursement Agreement], the City Council adopted an ordinance on _____, 20__ (the "**Phase #__ Assessment Ordinance**") approving the Service and Assessment Plan, including the Assessment Roll(s), and levying special assessments (the "**Phase #__ Assessments**") for the purpose of financing the Phase #__ Improvements on benefitted property within the District, including the Property. On _____, 20__, the City Council approved an ordinance (the "**Phase #__ Bond Ordinance**") approving and authorizing the issuance and sale of the Bonds.

In connection with the Bonds, the Developer has entered into that certain [INSERT NAME OF CDA] (the "**Disclosure Agreement**") obligating the Developer to provide information related to the development of Property located within the PID on a quarterly basis. If Purchaser becomes a "Subsequent Third Party Owner" under the Disclosure Agreement (defined as [INSERT DEFINITION FROM CDA]), the Purchaser agrees to acknowledge its designation as a Subsequent Third party Owner and to cooperate with Seller by timely providing the necessary information related to the lots owned by Purchaser, as a Subsequent Third Party Owner, that is needed for Seller to comply with the reporting obligations under the Disclosure Agreement until such obligations of both the Seller and the Purchaser, as a Subsequent Third Party Owner, terminate under the terms of the Disclosure Agreement.

With respect to the creation of the District, the levy of the Phase #___ Assessments, the issuance of the Bonds, and the financing of the Phase #___ Improvements, the undersigned hereby consents to, approves and acknowledges the following:

1. The authorized individual whose signature appears on the signature page of this Certificate is currently authorized to execute documents on behalf of the Purchaser and the signature of such person appearing on the signature page of this Certificate below is a true and correct specimen of his or her genuine signature.
2. The Property lies within Phase #___ of the District and Phase #___ Assessments have been levied against the Property and are being, and will continue to be, collected in accordance with the Phase #___ Assessment Roll in the Service and Assessment Plan for the purpose of financing a portion of the costs of the Authorized Improvements that confer a special benefit upon the Property.
3. The Purchaser hereby acknowledges receipt of the *Notice of Obligation to Pay Public Improvement District Assessments* for the District attached to this Certificate as **Exhibit B**.
4. By operation of Texas State law, specifically Section 372.018 of the PID Act, the liens, claims or charges of the City related to the Phase #___ Assessments: (i) represent a first and prior lien against the Property that runs with the land and that is prior and superior to all other liens and claims against the Property except liens or claims for state, county, school district or municipality ad valorem taxes, and (ii) are a personal liability of and charge against the owner of the Property regardless of whether such owners are named in the Service and Assessment Plan or any other proceedings or documents relating to the Phase #___ Assessments.
5. The Purchaser intentionally and unconditionally consents to, approves and acknowledges the creation of the District and the levy of the Authorized Improvement Assessments against the Property for the Authorized Improvements.
6. Purchaser acknowledges and agrees to provide to all subsequent real property purchasers of the Property from Purchaser that occur in calendar year 20___ and thereafter, written notice substantially in the form of **Exhibit B¹** of the levy of the Authorized Improvement Assessments and such purchaser's obligation to pay such Authorized Improvement Assessments as required by Section 5.014 of the Texas Property Code, as amended.
7. If Purchaser qualifies as a Subsequent Third Party Owner under the Disclosure Agreement, Purchaser agrees to acknowledge its designation as a Subsequent Third party Owner and to cooperate with Seller by timely providing the necessary information related to the lots owned by Purchaser, as a Subsequent Third Party Owner, that is needed for Seller to comply with the reporting obligations under the Disclosure Agreement until such obligations of both the Seller and the Purchaser, as a Subsequent Third Party Owner, terminate under the terms of the Disclosure Agreement.
8. This Certificate shall be recorded in the Real Property records of Dallas County, Texas. This Certificate binds and constitutes a covenant running with the Property and forms a part of any other requirements for development within the Property.

¹ An Exhibit C may be added to include the Form of Homebuyer Notice required by the City's PID Administrator under the Service and Assessment Plan, if applicable, as part of a City-mandated Home Buyer Disclosure Program.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20____.

[PURCHASER]

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

Notary Public, State of Texas

[NOTARY SEAL]



EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

1580.03093211.3



EXHIBIT B

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF MESQUITE, TEXAS

CONCERNING THE PROPERTY AT:

[INSERT STREET ADDRESS]

OUTSTANDING PRINCIPAL OF THE AUTHORIZED IMPROVEMENT ASSESSMENT:

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As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Mesquite, Texas, for: (i) the costs of a portion of public improvements (the "*Authorized Improvements*") undertaken for the benefit of the property within "*Solterra Public Improvement District*" (the "*District*") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL AMOUNT OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS [\$] WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; however, it is only an estimate and is subject to change. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of Mesquite.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.



EXHIBIT B

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

[PURCHASER]

By: _____
Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

Notary Public, State of Texas

[NOTARY SEAL]



EXHIBIT-B

**SOLTERRA PUBLIC IMPROVEMENT DISTRICT PROJECTED ANNUAL INSTALLMENTS
OF AUTHORIZED IMPROVEMENT ASSESSMENT FOR EACH LOT TYPE 4**

[INSERT SCHEDULE OF PROJECTED ANNUAL INSTALLMENTS]

THIS SCHEDULE IS AN ESTIMATE OF ANNUAL INSTALLMENT PAYMENTS AS PROVIDED BY THE PID ADMINISTRATOR AND IS SUBJECT TO CHANGE. THE EXACT AMOUNT OF EACH ANNUAL INSTALLMENT WILL BE REFLECTED IN THE SOLTERRA PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN, AS THE SAME IS UPDATED EACH YEAR. THE SOLTERRA PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN (AUTHORIZED IMPROVEMENTS) MAY BE OBTAINED FROM THE CITY SECRETARY OF THE CITY OF MESQUITE, TEXAS.