



## CITY COUNCIL

**1520 K Avenue, Plano TX 75074 and via  
videoconference**

**DATE: March 9, 2026**

**TIME: 7:00 PM**

**This City Council Meeting will be held in person in the Senator Florence Shapiro Council Chambers and via videoconference. A quorum of the City Council, including the presiding officer, will participate in person. The facility will be open to members of the public.**

For those wanting to watch the meeting but not address the Council, the meeting will be live-streamed on Plano's website at [www.planotv.org](http://www.planotv.org), [YouTube.com/cityofplanotexas](https://www.youtube.com/cityofplanotexas) and [Facebook.com/cityofplanotx](https://www.facebook.com/cityofplanotx).

To speak at the meeting, register at [Plano.gov/SpeakerRegistration](http://Plano.gov/SpeakerRegistration). Online registration opens at 5:00 p.m. on the Wednesday prior to the meeting and **closes at 3:00 p.m.** on the day of the meeting. **ONSITE REGISTRATION IS NOT AVAILABLE.**

Emails regarding agenda items and other comments on City business may be submitted to: [councilcomments@plano.gov](mailto:councilcomments@plano.gov).

### **CALL TO ORDER**

**INVOCATION: Pastor Ashish Mathew - Commission Church**

**PLEDGE OF ALLEGIANCE / TEXAS PLEDGE: BSA Troop 747**

OUR VISION - PLANO IS A GLOBAL ECONOMIC LEADER BONDED BY A SHARED SENSE OF COMMUNITY WHERE RESIDENTS EXPERIENCE UNPARALLELED QUALITY OF LIFE.

**The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.**

## COMMENTS OF PUBLIC INTEREST

This portion of the meeting is to allow up to three (3) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.

## CONSENT AGENDA

The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Presiding Officer will establish time limits based upon the number of speaker requests.

### Approval of Minutes

- (a) February 23, 2026  
**Approved**

### Approval of Expenditures

**Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)**

- (b) RFQ No. 2026-0001-AC for Public Relations Services for Visit Plano to LDWW Group Marketing & Communications, LP for one (1) year with five (5) automatic one-year renewals in the estimated annual amount of \$150,000; and authorizing the City Manager to execute all necessary documents. **Approved**

### **Purchase from an Existing Contract**

- (c) To approve the purchase of City-Wide Street Sweeping Services through December 15, 2026, with four (4) automatic one-year renewals for Public Works in the estimated annual amount of \$460,461 from Mister Sweeper, L.P. through an existing contract; and authorizing the City Manager to execute all necessary documents. (City of Frisco Contract No. 2509-121) **Approved**
- (d) To approve the purchase of Monday.com licenses for a one (1) year agreement for Technology Solutions in the amount of \$169,412 from STONS, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (GSA Contract No. GS-35F-153GA) **Approved**
- (e) To approve the purchase of Staff Augmentation Services for Technology Solutions in the estimated amount of \$699,765 through existing Texas Department of Information Resources (DIR), U.S. General Services Administration (GSA), and Houston-Galveston Area Council (H-GAC) contracts; and authorizing the City Manager to execute all necessary documents. **Approved**

- (f) To approve the purchase of Palo Alto Firewall Maintenance for a five (5) year agreement for Technology Services in the amount of \$913,312 from Solid Border through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4850) **Approved**

#### **Approval of Contract Modification**

- (g) To approve a Second Modification to the Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Plano regarding the operation of the Regional Composting Program; and authorizing the City Manager to execute all necessary documents. **Approved**
- (h) To approve a modification to the Memorandum of Understanding between the North Texas Municipal Water District and the Cities of Allen, Frisco, McKinney, Plano, and Richardson regarding the operation of the Regional Composting Program; and authorizing the City Manager to execute all necessary documents. **Approved**

#### **Approval of Change Order**

- (i) To approve an increase to the awarded contract amount of \$3,289,400 by \$349,769 for a total contract amount of \$3,639,169 for Residential Concrete Pavement Repair Zone G4 Southwest, Project No. PW-S-00062, from ICOS Management, LLC for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0622-B; Change Order No. 1) **Approved**

#### **Approval of Expenditure**

- (j) To approve an expenditure for Professional Building Inspection Services for a one (1) year contract with four (4) automatic one-year renewals in the estimated annual amount of \$150,000 from Bureau Veritas North America, Inc. for the Building Inspections Department; and authorizing the City Manager to execute all necessary documents. **Approved**

#### **Approval of Contract / Agreement**

- (k) To approve a real estate contract in the amount of \$2,000,000 for the purchase of real property located 1601 Alma Drive and described as Lot 1, Block 1 Harrington Homestead Addition from Narayan Jyot TX LLC; and authorizing the City Manager to execute all necessary documents. **Approved**

#### **Adoption of Resolutions**

- (l) To authorize the filing of application for federal funds in an amount not to exceed \$129,076.47 under the Fiscal Year 2025 Urban Area Security Initiative Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; declaring the Senior Accountant as the Financial Officer; and declaring an effective date. **Adopted Resolution No. 2026-3-1(R)**

- (m) To authorize the filing of application for federal funds in an amount not to exceed \$200,590 under the Fiscal Year 2026 State Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; declaring the Senior Accountant as the Financial Officer; and declaring an effective date. **Adopted Resolution No. 2026-3-2(R)**
- (n) To approve the Investment Portfolio Summary for the quarter ended December 31, 2025; and providing an effective date. **Adopted Resolution No. 2026-3-3(R)**

**Adoption of Ordinances**

- (o) To approve the 2026 Amended and Restated Service and Assessment Plan (SAP) and Assessment Rolls for the Haggard Farm Public Improvement District (PID), including the collection of the 2026 annual installments in accordance with Texas Local Government Code §372.013, as amended; providing a severability clause; and providing an effective date. **Adopted Ordinance No. 2026-3-4**

The City of Plano encourages participation from all citizens. The Plano Municipal Center has accessible restroom facilities, drinking fountains, and power assist entrance doors. The facility is easily accessed from public sidewalks and parking areas. Designated accessible parking is available on the north and south sides of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. If you require additional assistance or reasonable accommodations under the Americans with Disabilities Act for this meeting or facility, including ASL interpreters, you should submit an ADA Reasonable Accommodation Request Form to the ADA Coordinator at least 48 hours in advance. If you need assistance completing the form, please call 972-941-7152. Complete or download the ADA Reasonable Accommodation Request Form at <https://www.plano.gov/395/Accessibility-Accommodations>.



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026

**DEPARTMENT:** City Secretary

**DIRECTOR:** Lisa Henderson, City Secretary

**This City Council Meeting will be held in person in the Senator Florence Shapiro Council Chambers and via videoconference. A quorum of the City Council, including the presiding officer, will participate in person. The facility will be open to members of the public.**

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**AGENDA ITEM:** To speak at the meeting, register at [Plano.gov/SpeakerRegistration](http://Plano.gov/SpeakerRegistration). Online registration opens at 5:00 p.m. on the Wednesday prior to the meeting and **closes at 3:00 p.m.** on the day of the meeting. **ONSITE REGISTRATION IS NOT AVAILABLE.**

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**RECOMMENDED ACTION:** Location Link

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## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** City Secretary  
**DIRECTOR:** Lisa Henderson, City Secretary  
**AGENDA ITEM:** Approval of Minutes  
**RECOMMENDED ACTION:** Approval of Minutes

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### ITEM SUMMARY

February 23, 2026

**Approved**

### **ATTACHMENTS:**

Description	Upload Date	Type
Preliminary Open Meeting Minutes	3/2/2026	Minutes
Regular Meeting Minutes	3/2/2026	Minutes

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
February 23, 2026**

**COUNCIL MEMBERS PRESENT**

John B. Muns, Mayor  
Maria Tu, Mayor Pro Tem  
Rick Horne, Deputy Mayor Pro Tem  
Bob Kehr  
Chris Krupa Downs  
Steve Lavine  
Shun Thomas  
Vidal Quintanilla, Jr.

**STAFF PRESENT**

Mark Israelson, City Manager  
Jack Carr, Deputy City Manager  
Shelli Siemer, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Doug McDonald, Deputy City Manager  
Jeff Moberly, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor Muns called the meeting to order at 5:00 p.m., Monday, February 23, 2026, in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue and via videoconference. A quorum was present.

Mayor Muns stated the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney to receive Legal Advice and Litigation, Section 551.071; discuss deployment/Implementation of Security Devices, Section 551.089; discuss Economic Development matters, Section 551.087; and discuss Real Estate matters, Section 551.072; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. The Council convened into Executive Session at 5:01 p.m.

Mayor Muns reconvened the meeting back into the Preliminary Open Meeting at 6:04 p.m.

- **Consideration and action resulting from Executive Session discussion**
- **Council appointments to various boards, commissions, committees, and organizations**  
Mayor Muns made appointments to various boards, commissions, committees, and organizations, as attached in Exhibit "A".
- **Discussion and direction re: Sales Tax Cap Policy Year End**  
Council discussed allocating funds to the Rainy Day Fund, Connect Plano, and options for Community Relations programs.
- **Departmental Overview – Budget**
- **Departmental Overview – Parks and Recreation**
- **Consent and Regular Agendas**  
Corey Reinaker requested Consent Agenda Items "H" and "I" be pulled for individual consideration.

- **Council items for discussion/action on future agendas**  
Council will discuss Comments of Public Interest at the next meeting.

With no further discussion, the Preliminary Open Meeting adjourned at 6:53 p.m.

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John B. Muns, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

EXHIBIT “A”

**CITY COUNCIL APPOINTMENTS TO VARIOUS COMMITTEES AND ORGANIZATIONS**

Airport Master Plan Planning Advisory Committee – Deputy Mayor Pro Tem Horne

Collin County Mayors Committee – Mayor Muns

Council Legislative Committee – Mayor Muns, Mayor Pro Tem Tu, and Deputy Mayor Pro Tem Horne

Dallas Regional Mobility Coalition – Mayor Muns

Designation of Official North Central Texas Council of Governments Voting Representative – Mayor Muns

Metroplex Mayors Committee – Mayor Muns, Mayor Pro Tem Tu (Alternate)

North Texas Commission – Mayor Muns

Plano Health Facilities Development Corporation – Deputy Mayor Pro Tem Horne, Councilmember Downs, and Councilmember Thomas

Regional Transportation Council – NCTCOG – Mayor Muns and Councilmember Quintanilla (Alternate)

Emergency Preparedness Planning Council (EPPC) – NCTCOG – Councilmember Lavine and Councilmember Quintanilla (Alternate)

**CITY COUNCIL COMMITTEES**

Board and Commission Review Committee – Mayor Pro Tem Tu, Councilmember Downs, and Councilmember Lavine

Community Finance – Councilmember Kehr and Councilmember Quintanilla

Joint PISD/Council Committee – Councilmember Downs and Councilmember Thomas

**ADHOC/ROUNDTABLES/TASK FORCES/SUB-COMMITTEES**

Multicultural Outreach Roundtable – Councilmember Thomas and Councilmember Quintanilla

Rewrite Advisory Committee – Mayor Pro Tem Tu and Deputy Mayor Pro Tem Horne

## **COUNCIL LIAISONS TO BOARDS AND COMMISSIONS**

Animal Shelter Advisory Committee – Councilmember Downs and Councilmember Lavine

Board of Adjustment – Deputy Mayor Pro Tem Horne and Councilmember Kehr

Building Standards Commission – Mayor Pro Tem Tu and Councilmember Kehr

Civil Service Commission – City Manager Mark D. Israelson

Collin County Appraisal District Board – Deputy Mayor Pro Tem Horne and Councilmember Quintanilla

Community Relations Commission – Councilmember Downs and Councilmember Quintanilla

Cultural Arts Commission – Councilmember Downs and Councilmember Lavine

DART Board of Directors Appointees – M. Nathan Barbera and Anthony Ricciardelli

Heritage Commission – Mayor Pro Tem Tu and Councilmember Thomas

Library Advisory Board – Councilmember Thomas and Councilmember Quintanilla

North Texas Municipal Water District Board – Ron Kelley and Phil Dyer

Parks and Recreation Planning Board – Councilmember Kehr and Councilmember Thomas

Planning and Zoning Commission – Deputy Mayor Pro Tem Horne and Councilmember Downs

Plano Housing Authority – Councilmember Kehr and Councilmember Lavine

Retirement Security Plan Committee – City Manager Mark D. Israelson

Senior Advisory Board – Councilmember Lavine and Councilmember Thomas

Tax Increment Financing Reinvestment Zone No. 2 and No. 3 Boards – Councilmember Downs and Councilmember Quintanilla

Tax Increment Financing Reinvestment Zone No. 4 Board – Mayor Pro Tem Tu and Councilmember Lavine

Tax Increment Financing Reinvestment Zone No. 5 Board – Councilmember Kehr and Councilmember Thomas

**PLANO CITY COUNCIL  
REGULAR MINUTES  
February 23, 2026**

**COUNCIL MEMBERS PRESENT**

John B. Muns, Mayor  
Maria Tu, Mayor Pro Tem  
Rick Horne, Deputy Mayor Pro Tem  
Bob Kehr  
Chris Krupa Downs  
Steve Lavine  
Shun Thomas  
Vidal Quintanilla, Jr.

**STAFF PRESENT**

Mark Israelson, City Manager  
Jack Carr, Deputy City Manager  
Shelli Siemer, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Doug McDonald, Deputy City Manager  
Jeff Moberly, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor Muns convened the Council into the Regular Session on Monday, February 23, 2026, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue and via videoconference. A quorum was present.

**Invocation and Pledge**

Rev. Dr. Victor Kollmann with Messiah Lutheran Church led the invocation and Cub Scout Pack 262 led the Pledge of Allegiance and Texas Pledge.

**Proclamations and Special Recognitions**

Proclamation: Lunar New Year Days begins on February 17, 2026.

**Comments of Public Interest**

Embher Chaffin requested more polling locations in east Plano.  
Lestia Nelson spoke to the mistreatment of Saniyah Reese.  
Alvin Nelson spoke to the mistreatment of Saniyah Reese.  
Harper Weaver spoke to the mistreatment of Saniyah Reese.  
Jessica Bosley spoke to the mistreatment of Saniyah Reese.

**Consent Agenda**

**MOTION:** Upon a motion made by Mayor Pro Tem Tu and seconded by Councilmember Kehr, the Council voted 8-0 to approve all items on the Consent Agenda, except Consent Agenda Items “H” and “I”; as follows:

**Approval of Minutes**

February 9, 2026  
(Consent Agenda Item “A”)

**Approval of Expenditures**

**Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)**

**RFB No. 2026-0233-AC** for a one (1) year contract with four (4) one-year automatic renewals for Legislative Strategic Support and Advisory Services to Be's Professional Services LLC, Flanders Public Affairs, Greenberg Traurig, LLP, and Purple Sage Strategies LLC in the estimated annual amount up to \$500,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**RFP No. 2024-0565-AC** for a five (5) year term with one (1) automatic five (5) year renewal for Custody Bank for the Retirement Security Plan in the estimated amount of \$162,960 from Delaware Charter Guarantee & Trust Company, a Delaware corporation conducting business under the trade name of Principal Trust Company for Custody Bank for the Retirement Security Plan; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**RFB No. 2026-0125-B** for Arterial Overlay - 2026, Project No. PW-S-00023, for the Public Works Department to Austin Bridge & Road, LP in the amount of \$5,397,541; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**RFP No. 2025-0136-B** for a five (5) year contract for depository banking services to Wells Fargo Bank, N.A. in the estimated amount of \$265,297; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

**Approval of Contract Modification**

To approve an increase to the current awarded contract amount of \$1,009,234 by \$137,765 for a total contract amount of \$1,146,999 for Investment Consulting Services for Section 115 Trust and the Retirement Security Plan Trust Funds from RVK, Inc. for Human Resources; and authorizing the City Manager to execute all necessary documents. (Contract No. 2016-0425-C; Modification No. 2) (Consent Agenda Item “F”)

**Approval of Expenditure**

To approve an expenditure for an engineering professional services agreement for Timber Brook Estates Flood Study, Project No. ENG-D-00014, in the amount of \$198,000 from Halff Associates, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

### **Adoption of Resolutions**

**Resolution No. 2026-2-10(R):** To nominate Tyler Technologies, Inc. to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as a qualified business and an enterprise project (“Project”) under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303 of the Texas Government Code; and providing an effective date. (Consent Agenda Item “J”)

**Resolution No. 2026-2-11(R):** To nominate 4id Solutions USA Inc. to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as a qualified business and an enterprise project (“Project”) under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303 of the Texas Government Code; and providing an effective date. (Consent Agenda Item “K”)

### **Adoption of Ordinances**

**Ordinance No. 2026-2-12:** To provide certain Heritage Resources within the City of Plano ad valorem tax relief as allowed by the Heritage Tax Exemption Ordinance to provide for reinvestment into maintenance and long-term preservation of historic structures, providing a severability clause, and an effective date. (Consent Agenda Item “L”)

### **End of Consent**

To approve an Economic Development Incentive Agreement between the City of Plano, Texas, and AT&T Services, Inc., a Delaware corporation (“Company”), providing an economic development grant to the Company; and authorizing the City Manager, or his authorized designee, to execute all necessary documents. (Consent Agenda Item “H”)

Corey Reinaker spoke to concerns he had with the economic development agreement.

**MOTION:** Upon a motion made by Mayor Pro Tem Tu and seconded by Councilmember Kehr, the Council voted 8-0 to approve an Economic Development Incentive Agreement between the City of Plano, Texas, and AT&T Services, Inc., a Delaware corporation (“Company”), providing an economic development grant to the Company; and authorizing the City Manager, or his authorized designee, to execute all necessary documents.

To approve an Economic Development Incentive Agreement for Tax Rebate for calendar years 2030-2054 by and between the City of Plano, Texas, and AT&T Services, Inc., a Delaware corporation

(“Company”), providing an economic development grant to the Company; and authorizing the City Manager, or his authorized designee, to execute all necessary documents. (Consent Agenda Item “I”)

**MOTION:** Upon a motion made by Mayor Pro Tem Tu and seconded by Councilmember Kehr, the Council voted 8-0 to approve an Economic Development Incentive Agreement for Tax Rebate for calendar years 2030-2054 by and between the City of Plano, Texas, and AT&T Services, Inc., a Delaware corporation (“Company”), providing an economic development grant to the Company; and authorizing the City Manager, or his authorized designee, to execute all necessary documents

**Public Hearing and adoption Ordinance No. 2026-2-13** as requested in Zoning Case 2025-016 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, to amend Specific Use Permit No. 56 for a Commercial Antenna Support Structure on 0.1 acre of land located 225 feet north of Democracy Drive and 220 feet east of Partnership Road, in the City of Plano, Collin County, Texas, presently zoned Commercial Employment; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: Democracy Partners, Ltd. (Regular Item “1”)

Mayor Muns opened the public hearing. Mason Griffin, the applicant, and Corey Reinaker spoke to the project. Mayor Muns closed the public hearing.

**MOTION:** Upon a motion made by Councilmember Kehr and seconded by Deputy Mayor Pro Tem Horne, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, to amend Specific Use Permit No. 56 for a Commercial Antenna Support Structure on 0.1 acre of land located 225 feet north of Democracy Drive and 220 feet east of Partnership Road, in the City of Plano, Collin County, Texas, presently zoned Commercial Employment; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2025-016; and further to adopt Ordinance No. 2026-2-13.

**Public Hearing and adoption of Ordinance No. 2026-2-14** as requested in Zoning Case 2025-020 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending and expanding Specific Use Permit No. 539 for New Vehicle Dealer on 29.7 acres of land located at the northwest corner of Parkwood Boulevard and Spring Creek Parkway in the City of Plano, Collin County, Texas, presently zoned Commercial Employment with Specific Use Permit No. 539 for New Car Dealer and located within the Dallas North Tollway and Expressway Corridor Overlay Districts, directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioners: VHC LLC & 5700 Democracy Plano Properties LLC (Regular Item “2”)

**Public Hearing and adoption of Ordinance No. 2026-2-14 (Cont'd.)**

Mayor Muns opened the public hearing. No one requested to speak. Mayor Muns closed the public hearing.

**MOTION:** Upon a motion made by Deputy Mayor Pro Tem Horne and seconded by Councilmember Downs, the Council voted 8-0 amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending and expanding Specific Use Permit No. 539 for New Vehicle Dealer on 29.7 acres of land located at the northwest corner of Parkwood Boulevard and Spring Creek Parkway in the City of Plano, Collin County, Texas, presently zoned Commercial Employment with Specific Use Permit No. 539 for New Car Dealer and located within the Dallas North Tollway and Expressway Corridor Overlay Districts, directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2025-020; and further to adopt Ordinance No. 2026-2-14.

**Public Hearing and adoption of Ordinance No. 2026-2-15** as requested in Zoning Case 2025-023 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 99.0 acres of land located at the southeast corner of Legacy Drive and Parkwood Boulevard in the City of Plano, Collin County, Texas, from Planned Development-62-Commercial Employment to Commercial Employment; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Petitioner: TRQ Plano, LLC (Regular Item "3")

Mayor Muns opened the public hearing. No one requested to speak. Mayor Muns closed the public hearing.

**MOTION:** Upon a motion made by Councilmember Lavine and seconded by Councilmember Downs, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, rezoning 99.0 acres of land located at the southeast corner of Legacy Drive and Parkwood Boulevard in the City of Plano, Collin County, Texas, from Planned Development-62-Commercial Employment to Commercial Employment; directing a change accordingly in the official zoning map of the City; as requested in Zoning Case 2025-023; and further to adopt Ordinance No. 2026-2-15.

**Consideration to approve an Interlocal Agreement** between the City of Plano and Dallas Area Rapid Transit (DART) to provide "General Mobility Program" funds for transportation-related projects. (Regular Item "4")

Randall Bryant, Chair of DART Board of Directors, Embher Chaffin, Brett Cooper, Michelle Brubaker, Alex Flores, Connor Chaddick, Williams Cravens, Joel Wasinger, Nathaniel Adam, Micah Nishigaki, and Joshua Haupt spoke in support of the Interlocal Agreement.

**MOTION:** Upon a motion made by Deputy Mayor Pro Tem Horne and seconded by Councilmember Thomas, the Council voted 8-0 to approve an Interlocal Agreement between the City of Plano and Dallas Area Rapid Transit (DART) to provide "General Mobility Program" funds for transportation-related projects.

**Resolution No. 2026-2-16(R):** To express support for reform of the Dallas Area Rapid Transit Authority board governance structure and requesting state legislative action to implement a new governance structure; and providing an effective date. (Regular Item “5”)

Alex Flores and Joshua Haupt spoke to the item.

**MOTION:** Upon a motion made by Councilmember Kehr and seconded by Councilmember Downs, the Council voted 8-0 to express support for reform of the Dallas Area Rapid Transit Authority board governance structure and requesting state legislative action to implement a new governance structure; further to adopt Resolution No. 2026-2-16(R).

**Adopted Resolution No. 2026-2-17(R):** To repeal Resolution No. 2024-6-9(R) to support capping the sales and use tax revenues for the Dallas Area Rapid Transit Authority; and providing for an effective date. (Regular Item “6”)

Markus Mitchel, Alex Flores, and Joshua Haupt spoke in support of the item.

**MOTION:** Upon a motion made by Deputy Mayor Pro Tem Horne and seconded by Mayor Pro Tem Tu, the Council voted 8-0 to repeal Resolution No. 2024-6-9(R) to support capping the sales and use tax revenues for the Dallas Area Rapid Transit Authority; further to adopt Resolution No. 2026-2-17(R).

**Adopted Ordinance No. 2026-2-18:** To repeal Ordinance No. 2025-11-1, ordering an election to be held in and throughout the City of Plano, Texas, on May 2, 2026, to dissolve the Dallas Area Rapid Transit System in the City of Plano, Texas, subject to the continued collection of sales taxes for the period required by law; and providing a savings clause, a publication clause, and an effective date. (Regular Item “7”)

Mary Peebles, Kati Malarcher, Julia Chalker, Tammy Duple, Alex Flores, Carol Frauenheim, Joel Wasinger, and Joshua Haupt spoke in support of the item.

**MOTION:** Upon a motion made by Mayor Pro Tem Tu and seconded by Deputy Mayor Pro Tem Horne, the Council voted 8-0 to repeal Ordinance No. 2025-11-1, ordering an election to be held in and throughout the City of Plano, Texas, on May 2, 2026, to dissolve the Dallas Area Rapid Transit System in the City of Plano, Texas, subject to the continued collection of sales taxes for the period required by law; further to adopt Ordinance No. 2026-2-18.

**Approval of the purchase of Alternative Transit Services** for an initial term of six (6) months with three (3) one-year automatic renewals in an initial term expenditure of \$3,952,247 and an annual estimated amount of \$8,000,000 for subsequent renewals from Via Transportation, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (791 Cooperative Contract No. 791202505008) (Tabled at the February 9, 2026, City Council meeting.) (Regular Item “8”)

**Approval of the purchase of Alternative Transit Services (Cont'd.)**

Embher Chaffin, Markus Mitchell, Alex Floes, Corey Reinaker, Joel Wasinger, and Joshua Haupt spoke to the item citing dissatisfaction with VIA transportation and postponement of approval until all cities have cancelled the DART election.

**MOTION:** Upon a motion made by Mayor Pro Tem Tu and seconded by Deputy Mayor Pro Tem Horne, the Council voted 7-1, with Councilmember Thomas in opposition, to approve the purchase of Alternative Transit Services for an initial term of six (6) months with three (3) one-year automatic renewals in an initial term expenditure of \$3,952,247 and an annual estimated amount of \$8,000,000 for subsequent renewals from Via Transportation, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents.

**Discussion and direction re:** Name and logo for the alternative transit program. (Tabled at the February 9, 2026, Council Meeting.) (Regular Item “9”)

Council provided direction to use the name Plano Rides and Option 1 for the alternative transit program.

With no further discussion, the Regular City Council Meeting adjourned at 9:22 p.m.

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John B. Muns, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Visit Plano  
**DIRECTOR:** Doug McDonald, Director of Economic Development  
**AGENDA ITEM:** Award of RFQ 2026-0001-AC for Visit Plano Public Relations Services  
**RECOMMENDED ACTION:** Award/Rejection of Bid/Proposal

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### ITEM SUMMARY

RFQ No. 2026-0001-AC for Public Relations Services for Visit Plano to LDWW Group Marketing & Communications, LP for one (1) year with five (5) automatic one-year renewals in the estimated annual amount of \$150,000; and authorizing the City Manager to execute all necessary documents. **Approved**

### BACKGROUND

The City of Plano issued a Request for Qualifications (RFQ) to identify a firm capable of supporting the Visit Plano team with public relations services. The objective is to select a qualified partner to help achieve the following goals:

- Increase Plano’s visibility through earned media coverage
- Promote Visit Plano’s local accomplishments and destination successes
- Position Plano as a preferred destination for leisure travel, meetings, and sports
- Develop and maintain strong relationships with local, regional, and national media
- Generate a consistent cadence of editorial coverage and thought leadership opportunities
- Maintain Visit Plano’s visibility with local residents and key target market segments
- Provide crisis communications support, as needed

Visit Plano collaborated with the Purchasing Division to develop and issue the RFQ. Responses were received from eight (8) firms.

A three-member evaluation committee reviewed and scored submissions using the criteria below:

- Preparation and Organization of Qualifications Statement (15%)
- Past Work and References (40%)
- Qualifications of Team Members (20%)
- Approach and Methodology (25%)

Following the initial evaluation, the two highest-ranked firms were invited to present to the committee. Based on final scoring, LDWW Group Marketing & Communications was selected as the top-ranked firm. The evaluation committee recommends proceeding with contract award with LDWW Group Marketing & Communications.

If not awarded the Visit Plano team and the City of Plano could possibly miss out on as much as \$26 million in tourism related PR value, which is what we were able to generate in FY 2024-25.

### FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the FY 2025-26 Visit Plano budget and is planned through FY 2031-32 as well. This contract for Public Relations Services will start April 24, 2026 with an expected expense of

\$62,500 for FY 2025-26, \$150,000 annually for FY 2026-27 through FY 2030-31, and \$87,500 for FY 2031-32. All future year expenditures will be made within the annually approved budget appropriations.

Approval of this item supports the City's Strategic Plan Critical Success Factors of Welcoming and Engaged Community and Residential and Commercial Economic Vitality.

**ATTACHMENTS:**

Description	Upload Date	Type
2026-0001-AC RFQ Recap	2/3/2026	RFP Recap

**CITY OF PLANO**  
**Request for Qualifications (RFQ)**  
**RFQ No. 2026-0001-AC**  
**Public Relations Services for Visit Plano**  
**RFQ Recap**

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**Opening Date/Time:** November 11, 2025 @ 2:00 PM

**Number of Vendors Notified:** 743

**Vendors Submitting “No Bids”:** 5

**Number of Vendors Non-Responsive:** 0

**Number of Proposals Submitted:** 8

The following Evaluation Criteria was used in determining the best value award recommendation.

<b>Criteria</b>	<b>Points</b>
Preparation and Organization of Qualifications Statement	15
Past Work and References	40
Qualifications of Team Members	20
Approach and Methodology	25
Total	100

**Stage 1 Evaluation**

<b>Vendor</b>	<b>Score</b>	<b>Rank</b>
Lou Hammond Group Texas Inc.	95	1
LDWW Groupt Marketing & Communications, LP	90	2
Three Box Strategic Communications (Three Box, Inc.)	77	3
Augustine Agency	75	4
The Point Group	70	5
The Uptown Agency	68	6
GRPR Public Affairs	57	7
PeRfect Plan Public Relations, LLC	47	8

**Stage 2 Presentations**

<b>Vendor</b>	<b>Score</b>	<b>Rank</b>
LDWW Groupt Marketing & Communications, LP	90	1
Lou Hammond Group Texas Inc.	80	2



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Public Works-Operations  
**DIRECTOR:** Abby Owens, Director of Public Works  
**AGENDA ITEM:** Purchase of City-Wide Street Sweeping Services  
**RECOMMENDED ACTION:** Purchase from Existing Contract

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### **ITEM SUMMARY**

To approve the purchase of City-Wide Street Sweeping Services through December 15, 2026, with four (4) automatic one-year renewals for Public Works in the estimated annual amount of \$460,461 from Mister Sweeper, L.P. through an existing contract; and authorizing the City Manager to execute all necessary documents. (City of Frisco Contract No. 2509-121) **Approved**

### **BACKGROUND**

Public Works recommends an award of a contract to Mister Sweeper, L.P. for Street Sweeping Services. The contract will be awarded through December 15, 2026, with four (4) automatic one-year renewals.

Public Works staff administer the City’s Street Sweeping Program which uses a contractor for routine sweeping of major thoroughfares and Downtown Plano and a City-owned sweeper to address issues in between routine sweeping. The City’s goal is to keep major thoroughfares free of debris, which requires routine sweeping of approximately 760 curb miles along major thoroughfares, secondary collector streets, and throughout the downtown area. Under/overpasses and additional sweeping are completed by the contractor when requested by City staff.

The Public Works Department has one (1) street sweeper that is operated in-house. The city-owned street sweeper will continue to sweep City-owned facility parking lots as well as respond to continued trouble spots, accident cleanup and routine cleanup in between sweeping by the contractor.

Public Works staff have reviewed a competitively awarded contract between the City of Frisco and Mister Sweeper, L.P. for street sweeping services and determined it is the best value and meets the City’s needs. Frisco’s current contract began December 15, 2025, for one (1) year with four (4) one-year renewals running through December 15, 2030. Public Works staff recommends utilizing this contract for a street sweeping program in the City of Plano. The estimated expenditure for the first term of the contract from March 8, 2026 through December 15, 2026 is \$353,713. The estimated annual cost for each renewal year is \$460,461 with a total estimated contract value of \$2,195,557. This contract was awarded through a competitive bid process by the City of Frisco and meets all of the purchasing requirements that are necessary by the City of Plano.

If this contract is not awarded by City Council, debris and trash would collect along major streets and residents would experience a general reduction in the cleanliness of the streets.

### **FINANCIAL SUMMARY/STRATEGIC GOALS**

Funding for this item is available in the 2025-26 Municipal Drainage Budget. This item approves an initial seven (7) month contract with four (4) additional one (1) year automatic renewals. The estimated annual

cost of this item is \$258,874 in FY 2025-26, \$460,461 per year in FY 2026-27 through FY 2029-30, and \$94,839 in FY 2030-31. All future year expenditures will occur within council approved appropriations.

Approval of this service agreement relates to the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Technology Solutions  
**DIRECTOR:** Roger Wright, Chief Information Officer  
**AGENDA ITEM:** Purchase of Monday.com Licenses  
**RECOMMENDED ACTION:** Purchase from Existing Contract

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### ITEM SUMMARY

To approve the purchase of Monday.com licenses for a one (1) year agreement for Technology Solutions in the amount of \$169,412 from STONS, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (GSA Contract No. GS-35F-153GA) **Approved**

### PREVIOUS ACTION/PRESENTATION

On April 8, 2024, Council approved an expenditure for Monday.com licenses for a one (1) year agreement in the amount of \$134,064 from STONS, Inc. through an existing GSA Contract No. GS-35F-153GA.

On March 24, 2025, Council approved an expenditure for Monday.com licenses for a one (1) year agreement in the amount of \$156,864 through an existing GSA Contract No. GS-35F-153GA.

### BACKGROUND

Technology Solutions recommends approval to purchase Monday.com licenses for an additional one (1) year.

Monday.com is an enterprise work management and collaboration platform currently used by City staff to plan, track, and coordinate projects and operational work across departments.

The platform is used by the departments listed below:

- Communications and Community Outreach
- Economic Development
- Emergency Management
- Engineering
- Libraries
- Neighborhood Services
- Police
- Technology Solutions
- Visit Plano

The platform provides a standardized way for teams to manage tasks, timelines, and dependencies while maintaining visibility into progress and accountability. By centralizing project information in a single system, Monday.com reduces reliance on email and spreadsheets, improves coordination between departments, and supports more consistent delivery of City initiatives.

Key capabilities include:

- **Workflow and automation** features that standardize repeatable processes, automate notifications and status updates, and reduce manual follow-up, supporting more consistent execution and efficient use of staff time.

- **Integration with other City-approved tools**, such as Microsoft Teams and Outlook, enabling notifications, updates, and collaboration to occur within systems staff already use.
- **Collaboration and communication tools**, including comments, mentions, and file sharing, allow City staff from multiple departments to work together efficiently within a shared workspace.
- **Task and schedule management**, including assignment of responsibilities, due dates, dependencies, and progress tracking, supporting clear ownership and on-time completion of work.
- **Dashboards and reporting**, which provide leadership and staff with real-time visibility into project status, workload, and key performance indicators to support informed decision-making.
- **Scalability and flexibility**, allowing the platform to adapt to changing organizational needs and support additional teams and use cases as City operations evolve.

Renewing these licenses ensures continuity of existing workflows, avoids disruption to active projects, and supports ongoing efforts to improve coordination, transparency, and efficiency across City departments.

The purchase will be made through the GSA Contract No. GS-35F-153GA, which allows for competitive pricing and streamlined procurement processes. Monday.com has been evaluated for its compatibility with the City's existing systems and its ability to meet the diverse needs of our departments.

If this item is not approved, participating in City departments would lose access to Monday.com upon expiration of the current agreement. This would result in disruption to active projects and operational work currently being managed in the platform, requiring teams to transition back to manual or fragmented tools such as spreadsheets and email.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (GSA Contract No. GS-35F-153GA and the City of Plano Contract No. 2026-0287-O)

### **FINANCIAL SUMMARY/STRATEGIC GOALS**

Funding for this item is available in the 2025-26 Technology Solutions Fund. This request is for a one (1) year agreement to purchase Monday.com licenses in the estimated amount of \$169,412 which will leave a remaining balance of \$3,115,155 in the 2025-26 Applications Budget for other software and support expenditures.

Approval of this item supports the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Technology Solutions  
**DIRECTOR:** Roger Wright, Chief Information Officer  
**AGENDA ITEM:** Purchase of Staff Augmentation Services for Technology Solutions  
**RECOMMENDED ACTION:** Purchase from Existing Contract

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### **ITEM SUMMARY**

To approve the purchase of Staff Augmentation Services for Technology Solutions in the estimated amount of \$699,765 through existing Texas Department of Information Resources (DIR), U.S. General Services Administration (GSA), and Houston-Galveston Area Council (H-GAC) contracts; and authorizing the City Manager to execute all necessary documents. **Approved**

### **PREVIOUS ACTION/PRESENTATION**

On August 8, 2022, Council approved the purchase of Staff Augmentation in the amount of \$712,00.00 through existing Texas Department of Information Resources (DIR) and U.S. General Services Administration (GSA) contracts.

On March 13, 2023, Council approved the purchase of Staff Augmentation in the amount of \$825,00.00 through existing Texas Department of Information Resources (DIR) and U.S. General Services Administration (GSA) contracts.

On October 23, 2023, Council approved the of purchase Staff Augmentation in the amount of \$993,262 through existing Texas Department of Information Resources (DIR) and U.S. General Services Administration (GSA) contracts.

On June 10, 2024, Council approved the purchase Staff Augmentation in the amount of \$763,960 through existing Texas Department of Information Resources (DIR), U.S. General Services Administration (GSA), and Houston-Galveston Area Council (H-GAC) contracts.

On December 17, 2024, Council approved the purchase Staff Augmentation in the amount of \$847,722 through existing Texas Department of Information Resources (DIR), U.S. General Services Administration (GSA), and Houston-Galveston Area Council (H-GAC) contracts.

On October 27, 2025, Council approved the purchase Staff Augmentation in the amount of \$699,765 through existing Texas Department of Information Resources (DIR), U.S. General Services Administration (GSA), and Houston-Galveston Area Council (H-GAC) contracts.

### **BACKGROUND**

Technology Solutions recommends utilizing professional implementation and support services via cooperative purchasing program contracts (e.g., Texas Department of Information Resources (DIR), U.S.

General Services Administration (GSA), and Houston-Galveston Area Council (H-GAC)) for professional services to implement strategic projects and support critical operations in the applications, infrastructure, and security areas of responsibility and to address the needed resources to fill recent vacancies in key areas with hard to fill positions.

Technology Solutions will only use what is deemed necessary. In addition to addressing critical vacancies, these resources are crucial for fulfilling the demand for variable and surge skill sets, which are either lacking within the current team or not typically required at elevated or surged levels. Adopting this augmented staffing approach enables the department to adapt flexibly to diverse requirements as they arise, without committing to skill sets that may become redundant after the project or operational surge concludes.

These resources will primarily be used to supplement resources for strategic projects like the Security Strategic Plan, Police Records Management, Utility Billing Replacement, Salesforce Business Process Modernization and Automation, and complex integrations and data migrations for these projects. These projects typically need key roles like project manager, business analyst, integrations specialist, development resources, and specific / specialized infrastructure / security skills to implement complex security projects for surge capacity to augment staff.

Over this past few years, Technology Solutions has established the use of staff augmentation contracts that have been successful for the Technology Solutions Department, enabling the City to respond to critical technology project implementations and operational support needs. The ability to leverage variable capacity resources in this manner is critical to meeting the dynamic and changing demands of our projects and customers. This request to use implementation resource services is an extension of our staff augmentation approach, targeted to using variable capacity to address the implementation needs of our Technology Solutions Steering Committee (TSSC) approved strategic projects. This approach does not specify a singular agency but provides flexibility and competition through purchasing programs to leverage additional resources and utilize placement companies specializing in technology professionals. Therefore, Technology Solutions will channel requests through cooperative contracts that function as the consolidation point for a pool of vendors to meet our specific skills on an as-needed basis.

Leveraging implementation resource services in this manner allows the City to evaluate the skills and abilities of highly qualified technologists through a contractual staffing approach. Lastly, if a contracted employee is not performing in accordance with required proficiency, the vendor will provide resource options for the City to select a replacement in a timely manner.

If the City of Plano does not approve this request for implementation services, the Technology Solutions department may encounter significant delays in filling key positions that require subject matter expertise and will be unable to provide adequate and timely project support and implementation services across multiple critical strategic projects for the City as approved by the TSSC and essential for departments' operations.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (City of Plano Contract No. 2026-0265-O)

## **FINANCIAL SUMMARY/STRATEGIC GOALS**

Funding for this item is available in the 2025-26 Technology Solutions Fund. This request is to procure

Staff Augmentation Services utilizing multiple cooperative contracts totaling an estimated \$699,765 in the 2025-26 Technology Solutions Budget.

Approval of this item supports the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Technology Solutions  
**DIRECTOR:** Roger Wright, Chief Information Officer  
**AGENDA ITEM:** Purchase of Firewall Refresh for technology solutions  
**RECOMMENDED ACTION:** Purchase from Existing Contract

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### **ITEM SUMMARY**

To approve the purchase of Palo Alto Firewall Maintenance for a five (5) year agreement for Technology Services in the amount of \$913,312 from Solid Border through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-TSO-4850) **Approved**

### **PREVIOUS ACTION/PRESENTATION**

On October 22, 2018, Council approved the purchase of Palo Alto Firewall Maintenance for a one (1) year contract for Technology Solutions in the amount of \$83,479 from Solid Border.

On October 28, 2019, Council approved the purchase of Palo Alto Firewall Maintenance for a one (1) year contract for Technology Solutions in the amount of \$82,755 from Solid Border.

On April 27, 2020, Council approved the purchase of Palo Alto equipment to include three (3) years of licensing and maintenance for the planned firewall infrastructure replacement and upgrade for Technology Solutions in the amount of \$273,808 from Solid Border.

On May 8, 2023, Council approved the purchase of Palo Alto firewall hardware, software licensing, and support for a one (1) year contract with two (2) one-year automatic renewals from Solid Border, Inc. for Technology Solutions in the total estimated amount of \$530,329.

### **BACKGROUND**

Technology Solutions currently uses two (2) separate firewall systems: one (1) dedicated to the library network and another that supports the rest of the City's network from the Data Center and Emergency Operations Center. As part of a planned improvement to the network design, Technology Solutions will move the library network onto the same firewall system used by the rest of the City. This means library traffic will be protected and managed through the Data Center firewalls, eliminating the need for a separate library firewall system. This change will simplify the overall network setup, make it easier to manage, improve consistency in security controls, and reduce ongoing maintenance efforts. The selected firewalls are sized to handle current usage across the combined environment and are built to support future growth and increased demand.

These firewalls provide essential security services, including advanced threat prevention, URL filtering, VPN services, and cloud-based threat analysis through WildFire. Together, the hardware and associated software subscriptions form a critical layer of the City's defense-in-depth cybersecurity strategy. This infrastructure protects vital City systems and services, including Police, Fire, 911, Water and Sewer operations, and other critical application servers and users across the City network.

If this award is not approved, the City would face a significantly increased risk as the current firewall assets will reach end of life in November 2026. Continuing to operate end-of-life devices introduces inherent risks, including the loss of vendor support, security patches, and critical security updates.

The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR Contract No. DIR-CPO-4850 / City of Plano Internal Contract No. 2026-0274-OR)

**FINANCIAL SUMMARY/STRATEGIC GOALS**

This request is to approve a five (5) year agreement for the Palo Alto Firewall Refresh in the total amount of \$913,312 from Solid Border. Funding for the initial purchase in the amount of \$120,000 will be available in the 2025-26 Technology Solutions Replacement Fund. Future year expenditures in the estimated annual amount of \$198,328 will be available in the 2026-27 through 2029-30 Information Security Budget. All future year expenditures will occur within council approved appropriations.

Approval of this item supports the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026

**DEPARTMENT:** Environmental Waste Services

**DIRECTOR:** Abby Owens, Director of Public Works

**AGENDA ITEM:** Second Modification to the Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Plano for the Regional Composting Program

**RECOMMENDED ACTION:** Approval of Contract Modification

### ITEM SUMMARY

To approve a Second Modification to the Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Plano regarding the operation of the Regional Composting Program; and authorizing the City Manager to execute all necessary documents. **Approved**

### BACKGROUND

The current Regional Composting Program began in 2003 as part of the long-standing partnership between the City of Plano and the North Texas Municipal Water District (NTMWD). On April 28, 2016, the City entered into the current Interlocal Cooperation Agreement (ILA) with NTMWD to serve as contractor for the Regional Composting Program. Under this agreement, Plano processes yard debris from the Member Cities into compost and mulch under the Texas Pure Products brand.

The Texas Pure Products compost operation provides the lowest cost alternative for processing yard debris for the City of Plano. The program receives residential yard waste through curbside collection and drop-offs, processes the material into compost and mulch, and sells the finished products to generate revenue that offsets operational costs. Without this program, yard debris would require landfilling with no offsetting revenue source, resulting in increased residential rates to cover collection and disposal costs.

On November 7, 2023, City Council approved the First Modification to the ILA to address increasing operational costs and ensure the financial sustainability of the program.

The proposed Second Modification aligns with the companion Second Modification to the Memorandum of Understanding (MOU) being considered by Council.

This Second Modification includes the following:

- Extends the term of the ILA through September 30, 2030.
- Establishes an annual financial reconciliation process for surplus or deficit funds, consistent with the provisions included in the Second Modification to the MOU.
- Authorizes Plano to calculate the annual program surplus or deficit. If a surplus exists, recommendations will be presented to the Member Cities. If unanimous agreement is not reached, surplus funds will be distributed on a pro rata basis by tonnage delivered.
- If expenditures exceed revenues, the deficit will be calculated and allocated to the Member Cities on a pro rata basis by tonnage delivered.

These revisions provide long-term program stability and establish a clear and transparent framework for financial reconciliation among participating cities.

Failure to approve this Second Modification, in combination with the companion MOU item, would result in misalignment between governing documents and limit the ability to implement the agreed-upon financial reconciliation process.

**FINANCIAL SUMMARY/STRATEGIC GOALS**

This item has no financial impact.

Approval of this item relates to the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

**ATTACHMENTS:**

Description	Upload Date	Type
Second Modification	2/24/2026	Agreement

**Second Modification of  
Interlocal Cooperation Agreement  
Between North Texas Municipal Water District and the City of Plano, Texas  
for Amended and Restated Regional Composting Program**

**THIS SECOND MODIFICATION** (“Second ILA Modification”) of the “Interlocal Cooperation Agreement Between North Texas Municipal Water District and the City of Plano, Texas for Amended and Restated Regional Composting Program” effective April 28<sup>th</sup>, 2016 (“Agreement”) is by and between the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a political subdivision of the State of Texas, (hereinafter referred to as “NTMWD” or “Owner”) and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter referred to as “Plano” or “Contractor”). Individually, NTMWD and Plano may be referred to as “Party” and collectively, NTMWD and Plano may be referred to as “Parties.”

**WITNESSETH:**

**WHEREAS**, NTMWD and Plano entered into the Agreement on April 28, 2016 for a regional composting program (hereinafter “Program”); and

**WHEREAS**, the Parties amended the Agreement as set forth in the First Modification of the Agreement (the “First ILA Modification”) effective October 1, 2023; and

**WHEREAS**, Plano, NTMWD and the other Member Cities are entering into a “Second Modification of Memorandum of Understanding Between North Texas Municipal Water District, Cities of Allen, Frisco, McKinney, Plano, and Richardson Regarding Amended and Restated Regional Composting Program Interlocal Agreement” (the “Second MOU Modification”) contemporaneously with this Second ILA Modification; and

**WHEREAS**, the Parties desire to further amend the Agreement in certain respects as set forth herein in this Second ILA Modification.

**NOW THEREFORE**, the Agreement and the First ILA Modification are incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement and the First ILA Modification shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Second ILA Modification, the First ILA Modification, and the Agreement, priority of interpretation shall be in the following order: Second ILA Modification, First ILA Modification, then Agreement. In consideration of the foregoing, and for other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1.**

All of the recitals set forth above are hereby approved and incorporated into the body of this Second ILA Modification for all purposes allowed by law as if copied and restated in their entirety.

**ARTICLE 2.**

Beginning on the Effective Date of this Second ILA Modification set forth in Article 3 and continuing through the remaining term, **Section II. TERM** is hereby modified to read in its entirety as follows:

**“II.  
TERM**

This Amended Agreement shall be effective through September 30, 2030, unless otherwise terminated in accordance with the provisions herein.”

**ARTICLE 3.**

Beginning on the Effective Date of this Second ILA Modification set forth in Article 3 and continuing through the remaining term of the Agreement, **Section VI. PAYMENT/FUNDING** of the Agreement and as subsequently modified by the First ILA Modification is hereby modified in its entirety to read as follows:

**“VI.  
PAYMENT/FUNDING**

1. Owner agrees to allow Contractor to establish a yearly disposal rate based on the anticipated tonnage of Acceptable Materials to be delivered by the Member Cities at Full Participation or Partial Participation (including each City, each business contracted with a Member City to haul waste, or each resident of each Member City) to the Custer Road Facility, taking into consideration the estimated expenses for the fiscal year and the TCEQ Compost Refund to be provided by Owner to Contractor as follows:

i. For Fiscal Year 2023 – 2024, the fee for Acceptable Materials shall be \$35.80 per ton for the “full participation” of all five Member Cities or \$37.95 per ton for full participation of less than all five Member Cities. “Full Participation” means the Member City utilizes the Custer Road Facility for both deposits of curbside collected yard debris and residential drop off.

ii. For subsequent fiscal years, the disposal rates set out in Subsection (i) above shall be adjusted annually to meet the anticipated financial needs of the Program, but any increase will not exceed the greater of three and one-half percent (3.5%) of that prior year’s rate or the percentage increase in the September Consumer Price Index for All Urban Consumers in the Dallas Fort Worth metropolitan area (“CPI-U”) as established by the Bureau of Labor Statistics of the U.S. Department of Labor, or any successor governmental agency, from the date of the prior annual adjustment.

2. For Fiscal Year 2023 – 2024, Owner will pay Contractor seven dollars and fifty cents (\$7.50) per ton for each ton of Food Waste delivered to the 121 RDF Facility from Allen, Frisco, McKinney and Richardson collections. For subsequent fiscal years, the disposal rate shall be adjusted annually to meet the financial needs of the Program, but any increase will not exceed the greater of three and one-half percent (3.5%) of that prior year’s rate or the percentage increase in the September Consumer Price Index for All Urban Consumers in the

Dallas Fort Worth metropolitan area ("CPI-U") as established by the Bureau of Labor Statistics of the U.S. Department of Labor, or any successor governmental agency, from the date of the prior annual adjustment.

3. Owner shall make payment to Contractor for both the disposal of Acceptable Materials and Food Waste within thirty (30) days of Owner's receipt of an acceptable invoice from Contractor. All fees and costs paid to Contractor by Owner in accordance with Sections 1 through 3 shall be paid from fees collected from Allen, Frisco, McKinney, and Richardson for delivery of Acceptable Materials.

4. Owner agrees to allow Contractor to charge separate tipping fees to individual commercial businesses (i.e., waste & recycling haulers, landscape contractors, and other generators of Acceptable Materials and Food Waste) that deliver material to either the Custer Road Facility or the 121 RDF Facility (collectively "Facility") for composting, which supports Contractor with material and revenue until such time as the Member Cities are supplying all necessary volumes of material. Additional materials from non-Member Cities will be adjusted and reduced when necessary to prevent operational limitations to all Member Cities material. At no time will these tipping fees be less than the Member Cities' fees, unless it is for Food Waste.

5. Owner agrees to track the tonnage of ground material and compost overs material that Contractor disposes of into the working face of the 121 RDF landfill on an annual basis. Owner will invoice Contractor for disposal of ground material and compost overs material that Contractor disposes of into the working face of the 121 RDF landfill at the end of Owner's fiscal year as follows:

i. For years in which Contractor disposes of greater than ten percent (10%) of its ground material and compost overs at the 121 RDF landfill, the cost for disposal of all the material charged using Owner's one-half ton accounting for material delivered.

ii. For years in which Contractor disposes of less than or equal to ten percent (10%) of its ground material and compost overs at the 121 RDF landfill Owner shall not charge for disposal of the ground material and compost overs.

6. In accordance with Section I, paragraph 3 of the MOU Amendment, Owner shall distribute the TCEQ Compost Refund to Plano to be used by Plano solely as a revenue source for the Program. This Section VI.6 shall survive termination of this Amended Agreement.

7. Contractor agrees to provide the "Profit/Revenue" share component described in this Section VI.7, to financially benefit the Member Cities for supplying Acceptable Materials, improving operational challenges and quality control aspects, supporting promotional and educational awareness of the Products throughout their communities, purchasing and applying the Products, and

advocating the Products as the preferred compost and mulch related products. Each December, Contractor will provide to Owner and the Member Cities an annual Regional Composting Program Profit/Revenue Share Report (hereinafter referred to as "Profit/Revenue Report") that documents the expenses, revenues and/or profit or loss per each Fiscal Year (October 1st to September 30th). Upon final audit of the Contractor's individual fiscal year budget, the Profit/Revenue Report will be updated to reflect the annual data and a cumulative total for the length of the Amended Agreement. The Member Cities shall be third-party beneficiaries of this Amended Agreement with respect to this Section VI.7. This Section VI.7 shall survive termination of this Amended Agreement.

i. **Surplus Fund Allocation.** At the conclusion of each fiscal year, if total revenues exceed total expenditures for the Program, the surplus funds shall be calculated by the Contractor and reported to the Member Cities. Contractor will report the year-end surplus amount along with recommended options for the use of the year-end surplus amount, which options may include, but are not necessarily limited to, applying the year-end surplus amount as a credit toward future tipping fees; establishing or adding to reserve balances for the Program to offset potential future deficits; reimbursement to Contractor of any shortfalls described in subparagraph 7.ii, hereinbelow; or other purposes as unanimously approved by the Member Cities. If the Member Cities do not reach a unanimous decision, then Contractor will return the year-end surplus amount to the Member Cities on a pro rata basis, based on each Member City's percentage of Acceptable Material (by weight) delivered to the Facility for that fiscal year, less any reimbursement due to Contractor pursuant to Paragraph 7.ii.

ii. **Deficit "True Up" Process.** At the conclusion of each fiscal year, if total expenditures exceed total revenues for the Program, Plano will calculate the deficit and allocate the amount of said shortfall among the Member Cities on a pro-rata basis, based on each Member City's Acceptable Material (by weight) delivered to the Facility for that fiscal year. Subject to the availability of funds from current revenues, each Member City shall reimburse Plano within 90 days of receipt of invoice for their proportionate share of any shortfall for said fiscal year. Failure of any Member City to reimburse Plano for that Member City's proportionate share of any shortfall for a particular fiscal year due to lack of availability of funds from current revenues is not a breach of the Second MOU Modification. However, if a Member City fails to reimburse Plano for that Member City's proportionate share of any shortfall for a particular fiscal year then any future year-end surplus that is otherwise payable to said Member City in a future year shall first be applied directly to reimbursing Plano for any shortfall the Member City did not previously reimburse to Plano and the remaining balance thereof, if any, paid to the Member City pursuant to Paragraph 7.i.

8. Owner and Contractor agree that the continuation of this Amended Agreement beyond the close of any given fiscal year of either Owner or Contractor shall be subject to approval by the governing body of each party. In the event that the governing body of either Owner or Contractor does not approve the

appropriation of funds for this Amended Agreement, this Amended Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the Parties shall have no further obligations hereunder other than those specifically stated to survive termination of this Amended Agreement.”

**ARTICLE 4.**

The following miscellaneous provisions are a part of this Second ILA Modification:

1. All terms defined in the Agreement, First ILA Modification, MOU, First MOU Modification, and Second MOU Modification shall have the same meaning in this Second ILA Modification.
2. The effective date of this Second ILA Modification shall be October 1, 2025, even if fully executed after October 1, 2025 (the “Effective Date of this Second ILA Modification”).

**IN WITNESS WHEREOF**, the Parties acting under the authority of their respective governing bodies have caused this Second ILA Modification to be duly executed in multiple counterparts, each of which shall constitute an original.

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Jennafer P. Covington  
Executive Director/General Manager

Date: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Mark D. Israelson  
CITY MANAGER

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026

**DEPARTMENT:** Environmental Waste Services

**DIRECTOR:** Abby Owens, Director of Public Works

**AGENDA ITEM:** Second Modification of Memorandum of Understanding between North Texas Municipal Water District and the Cities of Allen, Frisco, McKinney, Plano, and Richardson regarding Amended and Restated Regional Composting Program Interlocal Agreement

**RECOMMENDED ACTION:** Approval of Contract Modification

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### ITEM SUMMARY

To approve a modification to the Memorandum of Understanding between the North Texas Municipal Water District and the Cities of Allen, Frisco, McKinney, Plano, and Richardson regarding the operation of the Regional Composting Program; and authorizing the City Manager to execute all necessary documents. **Approved**

### BACKGROUND

On April 28, 2016, the City of Plano entered into a Memorandum of Understanding (MOU) between the North Texas Municipal Water District and the Cities of Allen, Frisco, McKinney, and Richardson to accept and process yard debris and produce sellable compost and mulches under the Texas Pure Products brand. The original agreement established a requirement for all Member Cities, including Plano, to deliver all acceptable material collected in their respective cities to a NTMWD compost program facility.

The Texas Pure Products compost operation is the lowest cost alternative for processing yard debris for the City of Plano. The program receives residential yard waste through curbside pickup and drop-offs and then processes the material into compost and mulch that is sold to generate revenue to offset costs. The alternative to the compost program would involve the collection and landfilling of yard debris without any revenue source other than increased residential rates to cover the collection and landfilling costs.

On November 7, 2023, City Council approved the First Modification to the MOU to address increasing operating costs, capacity limitations, and participation structure within the program.

Neither the original MOU nor the First Modification included provisions for the year-end financial reconciliation of program revenues and expenditures. In order to provide transparency and ensure equitable allocation of program revenues and expenses among participating cities, City of Plano staff negotiated a Second Modification of the agreement with NTMWD and the Member Cities.

This Second Modification of the MOU includes the following:

- Establishes an annual financial reconciliation process for surplus or deficit funds.
- Provides that, if total revenues exceed total expenditures, Plano will calculate the surplus and present recommended options to the Member Cities. If unanimous agreement is not achieved, surplus funds will be returned to the Member Cities on a pro rata basis according to actual tonnage delivered.
- Provides that, if total expenditures exceed total revenues, the resulting deficit will be allocated to the

Member Cities on a pro rata basis according to actual tonnage delivered, with reimbursement to Plano required within 90 days of invoice.

- Establishes an effective date of October 1, 2025, and includes a provision to participate in and complete negotiations by September 30, 2028 for any future operational changes to the Program.

Failure to approve this modified Memorandum of Understanding between the City of Plano, the North Texas Municipal Water District, and the four partner cities of Allen, Frisco, McKinney, and Richardson, in combination with the modified Interlocal Agreement (ILA) presented as a separate Agenda Item, would result in misalignment between governing documents and limit the ability to implement the agreed-upon financial reconciliation process.

**FINANCIAL SUMMARY/STRATEGIC GOALS**

This item has no financial impact.

Approval of this item relates to the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

**ATTACHMENTS:**

Description	Upload Date	Type
Second Modification	2/24/2026	Agreement

**Second Modification of  
Memorandum of Understanding  
Between North Texas Municipal Water District, Cities of Allen, Frisco, McKinney, Plano,  
and Richardson Regarding  
Amended and Restated Regional Composting Program Interlocal Agreement**

**THIS SECOND MODIFICATION OF** Memorandum of Understanding (hereinafter "Second MOU Modification") is by and between the **NORTH TEXAS MUNICIPAL WATER DISTRICT** (hereinafter "NTMWD") and the **CITIES OF ALLEN, FRISCO, MCKINNEY, PLANO, and RICHARDSON** (hereinafter, each referred to as a "Member City" and collectively as "Member Cities").

**WITNESSETH:**

**WHEREAS**, NTMWD and Member Cities entered into that certain "Memorandum of Understanding Between North Texas Municipal Water District, Cities of Allen, Frisco, McKinney, Plano, and Richardson Regarding Amended and Restated Regional Composting Program Interlocal Agreement" effective on April 28, 2016 (hereinafter "MOU") to enhance the existing long-term regional composting program with continued, cost effective composting services ("Program") that provide for efficient processing and transport of yard trimming materials from a NTMWD compost program facility site and back to market as finished product (currently branded Texas Pure Products ("Products")), thereby increasing water conservation and water quality in local creeks, streams, and lakes through reducing storm water impacts; and

**WHEREAS**, the MOU provides it was entered into by and between NTMWD and the Member Cities in conjunction with and in support of that certain "Interlocal Cooperation Agreement Between North Texas Municipal Water District and the City of Plano, Texas for Amended and Restated Regional Composting Program" effective April 28th, 2016 (the "Agreement") and that the term of the MOU is intended to extend throughout the term of the Agreement, as amended; and

**WHEREAS**, NTMWD and Member Cities entered into a First Modification of the MOU effective October 1, 2023 ("First MOU Modification"); and

**WHEREAS**, NTMWD and Member Cities desire to further amend such MOU as set forth in this Second MOU Modification.

**NOW THEREFORE**, the MOU and First MOU Modification are incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the MOU and First MOU Modification shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency, priority of interpretation shall be in the following order: Second MOU Modification, First MOU Modification, MOU. In consideration of the foregoing, and for other good and valuable consideration, NTMWD and Member Cities agree as follows:

**I.**

All of the recitals set forth above are hereby approved and incorporated into the body of this Second MOU Modification for all purposes allowed by law as if copied and restated in their entirety.

## II.

Beginning on the effective date of this Second MOU Modification and continuing through the remaining term of the MOU, **Section II. Member City Responsibilities, sub-section B. All Member Cities (including Plano)**, of the MOU as previously modified by the First MOU Modification, is hereby further modified to add the following new subparagraphs 4 and 5 to read as follows:

“4. At the conclusion of each fiscal year, if total revenues exceed total expenditures for the Program, the surplus funds shall be calculated by Plano and reported to the Member Cities. Plano will report the year-end surplus amount along with recommended options for the use of the year-end surplus amount, which options may include, but are not necessarily limited to, applying the year-end surplus amount as a credit toward future tipping fees; establishing or adding to reserve balances for the Program to offset potential future deficits; reimbursement to Plano of any shortfalls described in subparagraph 5, hereinbelow; or other purposes as unanimously approved by the Member Cities. If the Member Cities do not reach a unanimous decision, then Plano will return the year-end surplus amounts to the Member Cities on a pro rata basis, based on each Member City’s percentage of Acceptable Material (by weight) delivered to the Facility for that fiscal year less any reimbursements due to Plano through Subparagraph 5, below.

5. At the conclusion of each fiscal year, if total expenditures exceed total revenues for the Program, Plano will calculate the deficit and allocate the amount of said shortfall among the Member Cities on a pro-rata basis, based on each Member City’s Acceptable Material (by weight) delivered to the Facility for that fiscal year. Subject to the availability of funds from current revenues, each Member City shall reimburse Plano within 90 days of receipt of invoice for their proportionate share of any shortfall for said fiscal year. Failure of any Member City to reimburse Plano for that Member City’s proportionate share of any shortfall for a particular fiscal year due to lack of availability of funds from current revenues is not a breach of the Second MOU Modification. However, if a Member City fails to reimburse Plano for that Member City’s proportionate share of any shortfall for a particular fiscal year then any future year-end surplus that is otherwise payable to said Member City in a future year shall first be applied directly to reimbursing Plano for any shortfall the Member City did not previously reimburse to Plano and the remaining balance thereof, if any, paid to the Member City in accordance with Subparagraph 4, above.”

## III.

1. All terms defined in the MOU and First MOU Modification shall have the same meaning in this Second MOU Modification.
2. The effective date of this Second MOU Modification shall be October 1, 2025, even if fully executed after October 1, 2025.
3. NTMWD and Member Cities agree to participate in and complete negotiations by September 30, 2028 for any future operational changes to the Program. Such future operational changes may include, but are not limited to, whether Plano will continue service as NTMWD’s

composting contractor, and the fee structure for the collection and delivery of Acceptable Materials.

*[Signatures begin on following page.]*

NTMWD and Member Cities, acting under the authority of their respective governing bodies, have caused this Second MOU Modification to be duly executed in multiple counterparts, each of which shall constitute an original.

**NORTH TEXAS MUNICIPAL WATER DISTRICT**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Jennafer P. Covington  
Executive Director/General Manager

**CITY OF ALLEN, TEXAS**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Eric Ellwanger  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
PETER G. SMITH, CITY ATTORNEY

**CITY OF FRISCO, TEXAS**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Wesley S. Pierson  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF MCKINNEY, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Grimes  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark S. Houser, CITY ATTORNEY

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark D. Israelson  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**CITY OF RICHARDSON, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Don Magner  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith, CITY ATTORNEY



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Public Works-CIP Construction  
**DIRECTOR:** Abby Owens, Director of Public Works  
**AGENDA ITEM:** Approve an increase in the amount of \$349,769 for Residential Concrete Pavement Repair Zone G4 Southwest, Project No. PW-S-00062  
**RECOMMENDED ACTION:** Approval of Change Order

### ITEM SUMMARY

To approve an increase to the awarded contract amount of \$3,289,400 by \$349,769 for a total contract amount of \$3,639,169 for Residential Concrete Pavement Repair Zone G4 Southwest, Project No. PW-S-00062, from ICOS Management, LLC for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0622-B; Change Order No. 1) **Approved**

### PREVIOUS ACTION/PRESENTATION

On December 9, 2024, City Council approved RFB No. 2024-0622-B for Residential Concrete Pavement Repair Zone G4 Southwest, Project No. PW-S-00062, for the Public Works Department to ICOS Management, LLC in the amount of \$3,289,400.

### BACKGROUND

Public Works recommends the approval of Change Order No. 1 increasing the current awarded amount of \$3,289,400 by \$349,769 for a total contract amount of \$3,639,169 for Residential Concrete Pavement Repair Zone G4 Southwest, Project No. PW-S-00062.

This change order is for an increase in quantities of contract items that are necessary to complete Residential Concrete Pavement Repair Zone G4 Southwest, Project No. PW-S-00062. The project was designed in the fall of 2023 using street scores to estimate the amount of pavement removal needed on the project. Typically, these estimates are within 10% - 15% of the actual street repairs needed in the project limits. In this case, the estimate was 11% lower than the actual repairs needed. This change order will not increase the unit costs of the work being performed. Funds for this change order are available in the existing account.

If this change order is not approved, the additional repairs still needed in Residential Concrete Pavement Repair Zone G4 Southwest, Project No. PW-S-00062, will be put into a new contract. Bidding a new contract for this work exposes the City to the risk of paying increased unit costs and disturbs the neighborhood with additional contractor demobilization and remobilization.

### FINANCIAL SUMMARY/STRATEGIC GOALS

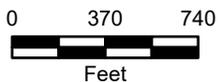
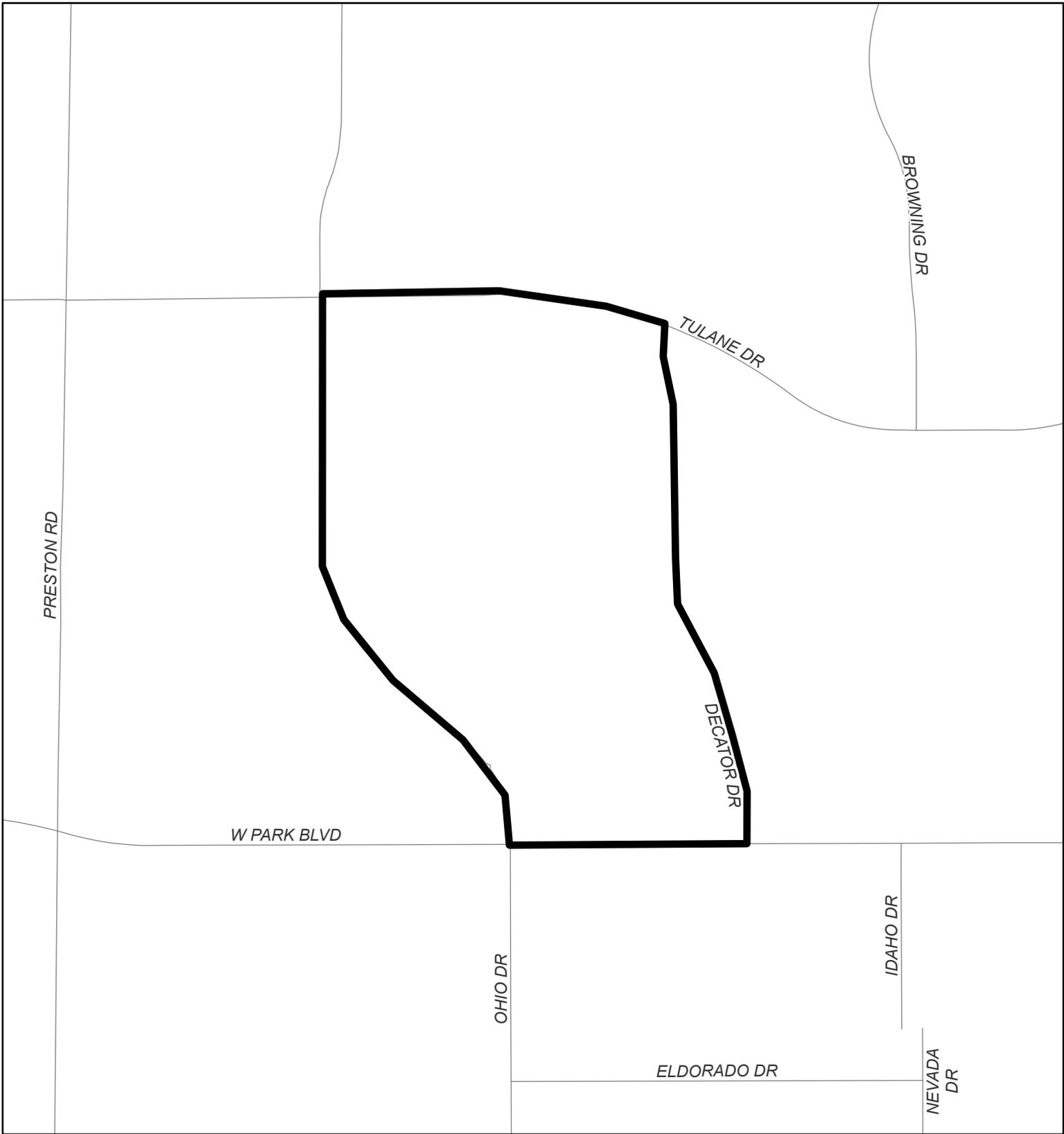
Funding for this item is available in the 2025-26 Street Improvement CIP. The first Change Order to the contract with ICOS Management, LLC for Residential Concrete Pavement Repair Zone G4 Southwest, Project No. PW-S-00062, in the total amount of \$349,769 will leave a balance of \$258,610 for future expenditures.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent,

Innovative, and Accountable City Government.

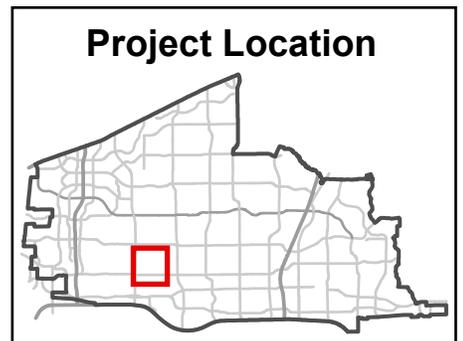
**ATTACHMENTS:**

Description	Upload Date	Type
Location Map	2/11/2026	Map



**Residential Concrete Pavement Repair  
Zone G4 Southwest**

**Project No. PW-S-00062**





## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Building Inspections  
**DIRECTOR:** Selso Mata, Chief Building Official  
**AGENDA ITEM:** Expenditure for Professional Building Inspections Services  
**RECOMMENDED ACTION:** Approval of Expenditure

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### **ITEM SUMMARY**

To approve an expenditure for Professional Building Inspection Services for a one (1) year contract with four (4) automatic one-year renewals in the estimated annual amount of \$150,000 from Bureau Veritas North America, Inc. for the Building Inspections Department; and authorizing the City Manager to execute all necessary documents. **Approved**

### **BACKGROUND**

We anticipate an aggressive pace for several projects including AT&T Global Campus relocation, possible Willow Bend remodel, and continued Collin Creek development among others. It is possible that projects will overlap with inspection requests. Our goal is to provide inspections in a timely manner; however, the accelerated pace of development could affect our ability to maintain service levels. As a strategy to aid in our workload, we propose the use of Bureau Veritas North America, Inc. as a third-party inspections' agency for construction inspections and some commercial plan review. This is a precautionary measure for use when workloads exceed our capabilities.

Bureau Veritas North America, Inc. has previously met the requirements for performing plan review and field inspections for the City of Plano. Based on their past performance and familiarity with our building codes, we recommend them as our selection for professional services as requested.

The following outlines specific information for our request:

#### Benefits

- Service levels will be maintained
- Customer focus and expectations achieved
- Efficient use of resources
- Ties into Council goals of Safe Large City and Financially Strong City with Service Excellence

#### Accounting and Budget Method

Permit fees collected will pay the contract, with no budget impact. Budget Department has determined that a sub account should be used to track expenditure and revenue disbursement of the contract cost.

#### Purchasing

Exempt as defined by Local Government Code 252.022(a)(4).

Should approval be denied, possible delays in response time for inspection requests may occur. The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code

**FINANCIAL SUMMARY/STRATEGIC GOALS**

Funding for this item is available in the 2025-26 Building Inspections Department budget. Bureau Veritas North America, Inc. will provide inspection and commercial plan review services, as needed. The contract proposes an estimated annual amount of \$150,000 for one (1) year, with four (4) automatic City optional renewals for a total of \$750,000. All future year expenditures will be made within approved budget appropriations.

Approval of this item supports the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.



# CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Special Projects  
**DIRECTOR:** Peter Braster, Director of Special Projects  
**AGENDA ITEM:** Purchase of 1601 Alma Drive from Narayan Jyot TX LLC  
**RECOMMENDED ACTION:** Approval of Contract / Agreement

## ITEM SUMMARY

To approve a real estate contract in the amount of \$2,000,000 for the purchase of real property located 1601 Alma Drive and described as Lot 1, Block 1 Harrington Homestead Addition from Narayan Jyot TX LLC; and authorizing the City Manager to execute all necessary documents. **Approved**

## BACKGROUND

Known as the Harrington Homestead, this property purchase is intended to support the creation of a ConnectPlano non-profit hub within the city by providing a 3.88 acres property for future development. The historic, prairie style home will be retained as part of the development to provide both a connection to Plano's past, as well as a landmark to define the future development.

The purchase price of \$2,000,000 was negotiated with the property owner through a commercial real estate broker representing the City and is in line with the 2025 property roll valuation prepared by the Collin County Appraisal District. Further appraisals can be conducted by the City during its inspection period under the contract.

This item was prepared in collaboration with the Plano Neighborhood Services Department. Staff recommends approval of this item.

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(6).

## FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the Economic Development Incentive Fund. Purchase of the property at 1601 Alma Drive has a total price of \$2,000,000.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

## **ATTACHMENTS:**

Description	Upload Date	Type
Contract	2/27/2026	Contract
Map	2/2/2026	Map



**NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®  
COMMERCIAL CONTRACT OF SALE**

**[Check all boxes applicable to this Contract - Boxes not checked do not apply to this Contract]**

In consideration of the agreements in this Commercial Contract of Sale (the "Contract"), Seller shall sell and convey to Purchaser, and Purchaser shall buy and pay for, the Property (defined below) pursuant to the provisions, and subject to the conditions, of this Contract.

**1. PARTIES.** The parties to this Contract are:

**Seller: NARAYAN JYOT TX LLC**

Address: 14011 ERIN LN, HOMER KLEN, IL 60491

Phone: (402)812-3005

Fax: \_\_\_\_\_

Email: omahahotels@yahoo.com

Tax ID No.: 352-88-7282

**Purchaser: City of Plano**

Address: 1520 K Ave, Plano, TX 75074

Phone: (972)941-5220

Fax: \_\_\_\_\_

Email: matthewy@plano.gov

Tax ID No.: \_\_\_\_\_

**2. PROPERTY.** The address of the Property is:

1601 Alma Dr, Plano

, Texas 75075

The Property is located in Collin County, Texas, the land portion of which is further described as:

**Two single family residential properties situated on approx. 3.88 acres of land**

or as described in Exhibit "A", LEGAL DESCRIPTION and/or shown on Exhibit "B", SITE PLAN. The Property includes all improvements, fixtures, and personal property situated thereon, and all rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, and rights-of-way (such land, improvements, fixtures, personal property, rights, and appurtenances being collectively referred to in this Contract as the "Property").

3. PURCHASE PRICE.

A. Amount and Payable. The purchase price for the Property is \$ 2,000,000.00 (the "Purchase Price"), payable at the Closing as follows (with the Earnest Money to be applied to the Purchase Price) [Check only one]:

(1) All in cash (meaning Good Funds, as defined in Section 4.F. below). If this Contract is subject to approval for Purchaser to obtain financing from a third party, then Addendum B-1, THIRD PARTY FINANCING is attached.

(2) Part in cash (Good Funds), in the following amount or percentage [Check only one]:

(a) \$ \_\_\_\_\_.

(b) \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Purchase Price.

~~If only part of the Purchase Price is to be paid in cash, then the balance of the Purchase Price will be paid according to the provisions in Addendum B-2, SELLER FINANCING. If part of the Purchase Price is to be paid by Purchaser assuming, or taking the Property subject to, an existing promissory note secured by the Property, then Addendum B-3, EXISTING LOAN, is attached.~~

~~B. Adjustment. If this box is checked  then this Section 3.B. applies and the Purchase Price will be adjusted up or down based upon the land area of the Property as determined by the Survey. If the box in the preceding sentence is not checked, then none of this Section 3.B. applies to this Contract. The land area will be multiplied by the following amount per acre or square foot, as applicable, and the product will become the Purchase Price at the Closing [Check only one]:  \$ \_\_\_\_\_ per acre; or  \$ \_\_\_\_\_ per square foot. The land area for purposes of determining the Purchase Price will be the gross land area of the Property unless this box  is checked, in which case the land area for purposes of determining the Purchase Price will be the Net Land Area [as defined in Section 5.A. (Survey)] of the Property. Notwithstanding the foregoing, the Purchase Price will not be reduced under this Section 3.B. to less than \$ \_\_\_\_\_.~~

4. EARNEST MONEY AND TITLE COMPANY ESCROW.

A. Title Company. The Title Company to serve as escrow agent for this Contract is (the "Title Company"):

Attn Eric Dahlberg, ESQ  
Capital Title - 4851 LBJ FWY, Ste 1100, Dallas, TX 75244  
214.919.3019

B. Effective Date. The "Effective Date" is the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company.

C. Earnest Money. Within two Business Days after the Effective Date, Purchaser shall deliver an earnest money deposit in the amount of \$ 50,000.00 (the "Earnest Money") payable to the Title Company, in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Contract. Seller's acceptance of this Contract is expressly conditioned upon Purchaser's timely deposit of the Earnest Money with the Title Company. If Purchaser fails to timely deposit the Earnest Money with the Title Company, then Seller may, at

Seller's option, terminate this Contract by delivering a written termination notice to Purchaser at any time until Purchaser deposits the Earnest Money with the Title Company.

Purchaser instructs the Title Company to promptly deposit the Earnest Money upon receipt in one or more insured accounts in a state or federal banking or savings institution. After receipt of necessary tax forms from Purchaser, the Title Company will deposit the Earnest Money in an interest bearing account unless this box  is checked, in which case the Title Company will not be required to deposit the Earnest Money in an interest bearing account. Any interest earned on the Earnest Money will become a part of the Earnest Money. At the Closing, the Earnest Money will be applied to the Purchase Price or, at Purchaser's option, will be returned to Purchaser upon full payment of the Purchase Price.

**D. Independent Consideration.** Notwithstanding anything in this Contract to the contrary, a portion of the Earnest Money in the amount of \$100.00 will be non-refundable and will be distributed to Seller upon any termination of this Contract as independent consideration for Seller's performance under this Contract. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Earnest Money will be promptly returned to Purchaser. Any provision of this Contract that states that the Earnest Money is to be returned to Purchaser means that the Earnest Money, less the non-refundable portion, is to be returned to Purchaser.

**E. Escrow.** The Earnest Money is deposited with the Title Company with the understanding that the Title Company is not: (1) responsible for the performance or non-performance of any party to this Contract; or (2) liable for interest on the funds except to the extent interest has been earned after the funds have been deposited in an interest bearing account.

**F. Definition of Good Funds.** "Good Funds" means currently available funds, in United States dollars, paid in the form of a certified check, cashier's check, official bank check or wire transfer acceptable to the Title Company, such that the payment may not be stopped by the paying party. Any reference in this Contract to "cash" means Good Funds.

## 5. SURVEY AND TITLE.

**A. Survey.** Within 20 days after the Effective Date **[Check only one]:**

- Seller shall deliver to Purchaser a new survey (the "**Survey**") of the Property prepared at Seller's expense.
- Purchaser shall obtain a new survey (the "**Survey**") of the Property prepared at Purchaser's expense.
- Purchaser shall obtain a new survey (the "**Survey**") of the Property prepared at Purchaser's expense, and Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the Survey in an amount not to exceed \$ \_\_\_\_\_.
- Seller shall deliver to Purchaser a copy of the most recent existing survey (the "**Survey**") of the Property in Seller's possession. Seller shall also deliver an Affidavit to the Title Company, in form and substance reasonably satisfactory to the Title Company, stating that none of the improvements on the Property and other matters shown by the existing Survey have changed since the existing Survey was prepared. If Purchaser, Purchaser's lender or the Title Company requires a new

survey for any reason, then Purchaser shall obtain and pay for the cost of the new Survey, and **[check only one]**:  Seller will not be required to pay for any portion of the cost of the new Survey; or  Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the new Survey in an amount not to exceed \$ \_\_\_\_\_.

Any new Survey must:

- (1) be prepared by a Registered Professional Land Surveyor;
- (2) be in a form reasonably acceptable to Purchaser and the Title Company;
- (3) set forth a legal description of the Property by metes and bounds or by reference to a platted lot or lots;
- (4) show that the Survey was made on the ground with corners marked with monuments either found or placed;
- (5) show any discrepancies or conflicts in boundaries, and any visible encroachments;
- (6) contain the surveyor's certificate that the Survey is true and correct; and
- (7) show the location and size of all of the following on or immediately adjacent to the Property, if any, if recorded or visible and apparent:
  - (a) buildings,
  - (b) building set back lines (as shown on any recorded plat, but not as may be described in any restrictive covenants or zoning ordinances),
  - (c) streets and roads,
  - (d) 100-year flood plain (approximate location),
  - (e) improvements,
  - (f) encroachments,
  - (g) easements,
  - (h) recording information of recorded easements,
  - (i) pavements,
  - (j) protrusions,
  - (k) fences,
  - (l) rights-of-way, and
  - (m) any markers or other visible evidence of utilities.

Any area of the Property within the 100-year flood plain will be shown on the Survey as the approximate location of the 100-year flood plain as shown on any map prepared by the Federal Emergency Management Agency or other applicable governmental authority. The surveyor is authorized to determine the area of the Property within any 100-year flood plain as shown on any map prepared by any governmental authority, and in the absence of such a map, as otherwise reasonably determined by the surveyor. If the area within any 100-year flood plain is to be deducted for the purpose of determining Net Land Area (defined below) then the Survey must show the area of the Property covered by the 100-year flood plain, and that area, as reasonably determined by the surveyor, will be conclusive for purposes of this Contract, even though the surveyor may qualify that determination as approximate.

After the delivery of the Survey, the legal description of the Property set forth in the Survey will be incorporated in this Contract as the legal description of the Property, and will be used in the deed and any other documents requiring a legal description of the Property.

The Survey must show the gross land area of the Property, and if the Purchase Price is based upon the Net Land Area then the Survey must also show the Net Land Area, expressed in both acres and square feet. The term "**Net Land Area**" means the gross land area of the Property less the area within any of the following (if recorded or visible and apparent, but excluding those within set back areas) **[Check all that apply]**:

- utility easements;
- drainage easements;
- access easements;
- rights-of-way;
- 100-year flood plain; and
- any encroachments on the Property.

**B. Title Commitment.** Within 20 days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser:

- (1) A title commitment (the "**Title Commitment**") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "**Title Policy**") on the standard form prescribed by the Texas Department of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions (defined below); and
- (2) the following (collectively, the "**Title Documents**"):
  - (a) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment;
  - (b) a current tax certificate;
  - (c) any written notices required by applicable statutes, including those referenced in Section 20; and
  - (d) if the Property includes any personal property, UCC search reports pertaining to the Seller.

## 6. REVIEW OF SURVEY AND TITLE.

**A. Title Review Period.** Purchaser will have 21 days (the "**Title Review Period**") after receipt of the last of the Survey, Title Commitment and Title Documents to review them and to deliver a written notice to Seller stating any objections Purchaser may have to them or any item disclosed by them. Purchaser's failure to object within the time provided will be a waiver of the right to object. Any item to which Purchaser does not object will be deemed a "**Permitted Exception.**" The items addressed to Seller on Schedule C of the Title Commitment, and any other items the Title Company identifies to be released upon the Closing, will be deemed objections by Purchaser. Zoning ordinances and the lien for current taxes are deemed to be Permitted Exceptions.

**B. Cure Period.** If Purchaser delivers any written objections to Seller within the Title Review Period, then Seller may, but will not be obligated to, attempt to cure the objections within 10 days (the "**Cure Period**") after receipt of the objections. Seller is not required to incur any cost to do so. If Seller cannot cure the objections within the Cure Period, Seller may deliver a written notice to Purchaser, before expiration of the Cure Period, stating whether Seller is committed to cure the objections at or before the Closing. If Seller does not cure the objections within the Cure Period, or does not timely deliver the notice, or does not commit in the notice to fully cure all of the objections at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (1) the date that is seven days after the expiration of the Cure Period; or (2) the scheduled Closing Date.

**C. New Items.** If any new items are disclosed by any new or updated Survey, updated Title Commitment, or any new Title Documents, that were not disclosed to Purchaser when the Survey, Title Commitment, and Title Documents were first delivered to Purchaser, then Purchaser will have 15 days to review the new items and to deliver a written notice to Seller stating any objections Purchaser may have to the new items. If Purchaser timely delivers any written objections as to the new items to Seller, then Seller may, but will not be obligated to, attempt to cure the objections to the new items within 10 days (the "**Additional Cure Period**") after receipt of the objections as to the new items. Seller is not required to incur any cost to do so. If Seller does not cure the objections as to the new items within the Additional Cure Period, or does not deliver a written notice to Purchaser before the expiration of the Additional Cure Period stating whether Seller is committed to cure the objections as to the new items at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (1) that date that is seven days after the expiration of the Additional Cure Period; or (2) the scheduled Closing Date.

**D. Return of Earnest Money or Waiver.** If Purchaser properly and timely terminates this Contract, the Earnest Money will be returned to Purchaser. If Purchaser does not properly and timely terminate this Contract, then Purchaser will be deemed to have waived any uncured objections and must accept title at the Closing subject to the uncured objections and other Permitted Exceptions. Seller's failure to cure Purchaser's objections under this Section 6 does not constitute a default by Seller.

## 7. SELLER'S REPRESENTATIONS.

**A. Statements.** Seller represents to Purchaser, to the best of Seller's knowledge, as follows:

(1) **Title.** At the Closing, Seller will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments, easements, security interests and other encumbrances except the Permitted Exceptions. Delivery of the Title Policy pursuant to Section 15 (the Closing) will be deemed to satisfy the obligation of Seller as to the sufficiency of title required under this Contract. However, delivery of the Title Policy will not release Seller from the warranties of title set forth in the warranty deed.

(2) **Leases.** There are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers except tenants under written leases delivered to Purchaser pursuant to this Contract.

(3) **Liens and Debts.** There are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property before the Closing that will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, including, but not limited to, taxes, leasing commissions, salaries, contracts, and similar agreements, have been paid or will be paid before the Closing. Except for obligations for which provisions are made in this Contract for prorating at the Closing and any indebtedness taken subject to or assumed, there will be no obligations of Seller with respect to the Property outstanding as of the Closing.

(4) **Litigation.** There is no pending or threatened litigation, condemnation, or assessment affecting the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting the Property that is instituted after the Effective Date.

**(5) Material Defects.** Seller has disclosed to Purchaser any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any occupant of the Property. Except as disclosed in writing by Seller to Purchaser, the Property has no known latent structural defects or construction defects of a material nature, and none of the improvements have been constructed with materials known to be a potential health hazard to occupants of the Property.

**(6) Hazardous Materials.** Except as otherwise disclosed in writing by Seller to Purchaser, the Property (including any improvements) does not contain any Hazardous Materials (defined below) other than lawful quantities properly stored in containers in compliance with applicable laws.

**B. Remedies.** If Purchaser discovers, before the Closing, that any of Seller's representations has been misrepresented in a material respect, Purchaser may notify Seller of the misrepresentation in writing, and Seller shall attempt to correct the misrepresentation. If the misrepresentation is not corrected by Seller before the Closing, Purchaser may: (1) proceed to Closing, without waiving any claim for misrepresentation; or (2) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser.

**8. OPERATION OF THE PROPERTY.** After the Effective Date until the Closing Date, Seller shall: (1) operate the Property in the same manner as the Property has been operated by Seller; and (2) maintain the Property in the same condition as existed on the Effective Date, except for ordinary wear and any casualty loss. After the Effective Date, Seller shall not, without Purchaser's prior written approval: (1) further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms of any existing encumbrance, if the encumbrance would still be in effect after Closing; or (2) enter into any lease or contract affecting the Property, if the lease or contract would still be in effect after Closing. However, Seller may enter into a lease or contract with an independent third party, in the ordinary course of business, without Purchaser's consent, if Purchaser will be entitled to terminate the lease or contract after Closing, without incurring any termination charge, by delivering a termination notice 30 days in advance of the termination date. If Seller enters into any lease or contract affecting the Property after the Effective Date, then Seller shall immediately deliver a copy of the signed document to Purchaser.

**9. NONCONFORMANCE.** Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations of uses of the Property. Purchaser acknowledges that the current use of the Property or the improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, Americans with Disabilities Act requirements, wetlands restrictions and other matters may have a significant economic impact upon the intended use of the Property by Purchaser. However, if Seller is aware of any pending zoning changes or current nonconformance with any Federal, State or local laws, ordinances, codes or regulations, Seller shall disclose them to Purchaser.

**10. INSPECTION. [Check only A or B]**

**A. Inspection Not Necessary.** Purchaser acknowledges that Purchaser has inspected the Property, including all buildings and improvements, and is thoroughly familiar with their condition. Purchaser accepts the Property in its present "**AS IS**" condition, with any changes caused by normal wear and tear before the Closing, but without waiving Purchaser's rights by virtue of Seller's representations and agreements expressed in this Contract.

**B. Inspection Desired.** Purchaser desires to inspect the Property and Seller grants to Purchaser the right to inspect the Property as described below.

**(1) Inspection Period.** Purchaser will have a period of 90 days after the Effective Date (the "**Inspection Period**") to inspect the Property and conduct studies regarding the Property. Purchaser's studies may include, without limitation: (a) permitted use and zoning of the Property; (b) core borings; (c) environmental and architectural tests and investigations; (d) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (e) examination of agreements, manuals, plans, specifications and other documents relating to the construction and condition of the Property. Purchaser and Purchaser's agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller and any tenants on the Property, for purposes of inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser's expense and risk. Purchaser may also use the Inspection Period to perform feasibility studies, obtain equity funding, seek financing, and satisfy other conditions unrelated to the condition of the Property. ~~Purchaser shall defend and indemnify Seller against any claims that arise due to any actions by Purchaser or Purchaser's agents, employees, consultants and contractors. Purchaser's obligation to defend and indemnify Seller will survive the Closing or termination of this Contract.~~

**(2) Extension of Inspection Period.** Purchaser may extend the Inspection Period for up to 30 days by delivering an additional earnest money deposit in the amount of \$ 25,000.00 to the Title Company. The additional deposit will become part of the Earnest Money.

**(3) Termination.** If Purchaser determines, in Purchaser's sole discretion, no matter how arbitrary, that Purchaser chooses not to purchase the Property for any reason, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the last day of the Inspection Period, in which case the Earnest Money will be returned to Purchaser. Purchaser's reason for choosing to terminate this Contract does not need to be related to the condition of the Property, and Purchaser is not required to justify Purchaser's decision to terminate this Contract.

**(4) Acceptance.** If Purchaser does not properly and timely terminate this Contract before the expiration of the Inspection Period (or if Purchaser accepts the Property in writing) then Purchaser will be deemed to have waived all objections to the Property, except for any title objections that may be outstanding pursuant to Section 6 (Review of Survey and Title) of this Contract. In that event, except as may be expressly stated otherwise in this Contract, Purchaser accepts the Property in its current "**AS IS**" condition, with any changes caused by normal wear and tear before the Closing, and this Contract will continue in full force and effect. This provision does not, however, limit or invalidate any express representations and agreements Seller has made in this Contract.

**(5) Restoration.** If the transaction described in this Contract does not close through no fault of Seller, and the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser must restore the Property to its original condition at Purchaser's expense. Purchaser's obligation to restore the Property will survive the termination of this Contract.

**C. Reports. [Check all that apply]**

- (a) Within \_\_\_\_\_ days after the Effective Date, Seller shall deliver to Purchaser a written "Phase I" report of an environmental assessment of the Property. The report will be prepared, at Seller's expense, by an environmental consultant reasonably acceptable to Purchaser. The environmental assessment must include an investigation into the existence of Hazardous Materials (as defined in Section 19.A. of this Contract) in, on or around the Property. The environmental assessment must also include a land use history search, engineering inspections, research and studies that may be necessary to discover the existence of Hazardous Materials.
- (b) Within 10 days after the Effective Date, Seller shall deliver to Purchaser copies of all reports in Seller's possession of engineering investigations, tests and environmental studies that have been made with respect to the Property within the three year period before the Effective Date.
- (c) If Purchaser terminates this Contract, Purchaser shall return to Seller, at Purchaser's expense and contemporaneously with the termination, the original, hard copies of any documents Seller delivered to Purchaser. Also, Purchaser shall return, destroy, or delete any other copies of such documents, electronic or otherwise, in Purchaser's possession. This provision will survive the termination of this Contract.
- (d) If Purchaser terminates this Contract, Purchaser shall deliver to Seller, at Purchaser's expense and contemporaneously with the termination, copies of all written reports, inspections, plats, drawings and studies that relate to the condition of the Property made by Purchaser's agents, consultants and contractors. This provision will survive the termination of this Contract.

**11. DELIVERY AND REVIEW OF DOCUMENTS.**

**A. Delivery.** Seller agrees to deliver to Purchaser, within 10 days after the Effective Date, complete and legible copies of the following pertaining to the Property, to the extent in Seller's possession or readily available to Seller:

(1) All current leases (including mineral leases) and all modifications, amendments, supplements and extensions thereof (including written descriptions of any oral agreements);

(2) A current rent roll certified by Seller to be true, complete and accurate as of the date of delivery, including names of tenants, annual or monthly rents, expenses paid by tenants and by Seller, commencement dates, terms of leases, and renewal options;

(3) A current inventory of all tangible personal property and fixtures owned by Seller and located on, attached to, or used in connection with the Property, to be sold with the Property, certified by Seller to be true and correct as of the date of delivery;

(4) Any Notes, Deeds of Trust and other loan documents pertaining to loans assumed or taken subject to;

(5) All service, maintenance, management, or other contracts relating to the ownership and operation of the Property;

(6) All warranties and guaranties;

(7) All fire, hazard, liability, and other insurance policies;

(8) The real estate and personal property tax statements for the previous two calendar years;

(9) All leasing and commission agreements;

(10) The "as built" or other plans and specifications;

(11) A statement of utility charges, repair costs and other expenses incurred by Seller for the operation and maintenance of the Property for each month for the two years preceding the Effective Date;

(12) A true and correct statement of income and expenses from \_\_\_\_\_ to \_\_\_\_\_ ;

(13) Any certificate of mold remediation that has been issued for the Property under Section 1958.154 of the Occupations Code within the preceding five years; and

(14) Other \_\_\_\_\_ .

**B. Review of Documents.** Purchaser will have a period of time (the "**Document Review Period**") to review the information identified above, ending the later to occur of:

- (1) \_\_\_\_\_ days after the Effective Date; or
- (2) the end of the Inspection Period (if any).

If Purchaser objects to any information disclosed to or discovered by Purchaser, in Purchaser's sole discretion, no matter how arbitrary, Purchaser may: (i) terminate this Contract by delivery of a written notice to Seller before the expiration of the Document Review Period, in which case the Earnest Money will be returned to Purchaser and Purchaser shall return all documents Seller delivered to Purchaser; or (ii) waive the objections and close the transaction. If Purchaser does not deliver a written termination notice to Seller before expiration of the Document Review Period, then any objections as to the information provided by Seller pursuant to this Section will be deemed to be waived by Purchaser.

Unless Purchaser notifies Seller in writing before the end of the Document Review Period that Purchaser elects to assume any of the Service Contracts, Seller shall terminate the Service Contracts effective upon the Closing, at Seller's expense.

**12. ESTOPPEL CERTIFICATES.** Seller agrees to deliver to Purchaser, at least 21 days before the Closing Date, estoppel certificates ~~executed by each of the tenants under the leases of the Property stating:~~ **executed by each of the tenants under the leases of the Property; which form will include representations of the Tenant stating:**

- (1) whether the tenant is an assignee or subtenant;
- (2) the expiration date of the lease;

- (3) the number of renewal options under the lease, if any, and the total period of time covered by the renewal options;
- (4) that none of the terms or provisions of the lease have been changed since the original execution of the lease, except as shown on any attached amendments or modifications;
- (5) that no default exists under the terms of the lease by either landlord or tenant;
- (6) that the tenant has no claim against the landlord under the lease and has no defense or right of offset against collection of rent or other charges accruing under the lease;
- ~~(7) the amount and payment date of the last payment of rent, the period of time covered by that payment, and the amount of any rental payments made in advance;~~
- (8) the amount of any security deposits and other deposits, if any; and
- (9) the identity and address of any guarantor of the lease.

If any estoppel certificate is not timely delivered, or is unacceptable to Purchaser, then Purchaser may immediately notify Seller in writing of Purchaser's objections. Seller shall promptly attempt to cure the unacceptable matters without any obligation to incur any cost in connection with the attempt. If Seller is unable to cure the unacceptable matters before the Closing Date, Purchaser may: (i) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser; or (ii) close the transaction, in which case Purchaser will be deemed to have waived any objections to the unacceptable matters.

### 13. CASUALTY LOSS AND CONDEMNATION.

**A. Damage or Destruction.** All risk of loss to the Property will remain upon Seller before the Closing. If the Property is damaged or destroyed by fire or other casualty to a Material Extent (defined below), then Purchaser may terminate this Contract by delivering a written termination notice to Seller within 10 days after the date the casualty occurred (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If the Property is damaged by fire or other casualty to less than a Material Extent, the parties shall proceed to the Closing as provided in this Contract. If the transaction is to proceed to the Closing, despite any damage or destruction, there will be no reduction in the Purchase Price and Seller shall either: (1) fully repair the damage before the Closing, at Seller's expense; or (2) give a credit to Purchaser at the Closing for the entire cost of repairing the Property. The term "**Material Extent**" means damage or destruction where the cost of repair exceeds ten percent (10%) of the Purchase Price. If the repairs cannot be completed before the Closing Date, or the cost of repairing the Property cannot be determined before the Closing Date, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than 30 days after the previously scheduled Closing Date.

**B. Condemnation.** If condemnation proceedings are commenced before the Closing against any portion of the Property, then Seller shall immediately notify Purchaser in writing of the condemnation proceedings, and Purchaser may terminate this Contract by delivering a written notice to Seller within 10 days after Purchaser receives the notice (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If this Contract is not terminated, then any condemnation award will (a) if known on the Closing Date, belong to Seller and the Purchase Price will be reduced by the same amount, or (b) if not known on the Closing Date, belong to Purchaser and the Purchase Price will not be reduced.

**14. ASSIGNMENT. [Check only one]**

- A. Assignment Permitted.** Purchaser may assign this Contract provided the assignee assumes in writing all obligations and liabilities of Purchaser under this Contract, in which event Purchaser will be relieved of any further liability under this Contract.
- B. Limited Assignment Permitted.** Purchaser may assign this Contract only to a related party, defined as: (1) an entity in which Purchaser is an owner, partner or corporate officer; (2) an entity which is owned or controlled by the same person or persons that own or control Purchaser; or (3) a member or members of the immediate family of Purchaser, or a trust in which the beneficiary or beneficiaries is or are a member or members of the immediate family of Purchaser. Purchaser will remain liable under this Contract after any assignment.
- C. Assignment Prohibited.** Purchaser may not assign this Contract without Seller's prior written consent.

**15. CLOSING.**

**A. Closing Date.** The closing of the transaction described in this Contract (the "Closing") will be held at the offices of the Title Company at its address stated below, on the date (the "Closing Date") that is **[complete only one]**:

    30     days after the expiration of the Inspection Period;  
           days after the Effective Date; or  
\_\_\_\_\_

However, if any objections that were timely made by Purchaser in writing pursuant to Section 6 (Review of Survey and Title) have not been cured, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than thirty 30 days after the previously scheduled Closing Date.

**B. Seller's Closing Obligations.** At the Closing, Seller shall deliver to Purchaser, at Seller's expense:

(1) A duly executed **[check only one]**  General Warranty Deed  Special Warranty Deed (with vendor's lien retained if financing is given by Seller or obtained from a third party) conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the Survey, subject only to the Permitted Exceptions;

(2) An updated Title Commitment committing the underwriter for the Title Company to issue promptly after the Closing, at Seller's expense, the Title Policy pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of the Closing, and (at an additional premium cost) **[check only one if applicable]**  with the survey exception modified at Seller's expense to read "any shortages in area," or  with the survey exception modified at Purchaser's expense to read "any shortages in area;"

(3) A Bill of Sale conveying the personal property described in this Contract, free, and clear of liens, security interests, and encumbrances, subject only to the Permitted Exceptions (to the extent applicable);

(4) Possession of the Property, subject to valid existing leases disclosed by Seller to Purchaser and other applicable Permitted Exceptions;

(5) An executed assignment of all leases, if there are any leases affecting the Property;

(6) A current rent roll certified by Seller to be complete and accurate, if there are any leases affecting the Property;

(7) An Assignment of any permits, warranties and plans pertaining to the Property, if any, to the extent they are assignable;

(8) An Assignment and Assumption of Service Contracts, if there are any Service Contracts that Purchaser has elected to assume;

(9) Evidence of Seller's authority and capacity to close this transaction; and

(10) All other documents reasonably required to close this transaction by the Title Company, by law, or in connection with Section 20 of this Contract.

**C. Purchaser's Closing Obligations.** At the Closing, Purchaser shall deliver to Seller, at Purchaser's expense:

(1) The cash portion of the Purchase Price (with the Earnest Money being applied to the Purchase Price);

(2) The Note and the Deed of Trust, if **Addendum B-2, SELLER FINANCING**, is attached;

(3) The Assignment and Assumption of Service Contracts, if applicable;

(4) An Assumption Agreement in recordable form agreeing to pay all commissions payable under any lease affecting the Property;

(5) Evidence of Purchaser's authority and capacity to close this transaction; and

(6) All other documents reasonably required to close this transaction by the Title Company, by law, or in connection with Section 20 of this Contract.

**D. Closing Costs.** Each party shall pay its share of the closing costs which are customarily paid by a seller or purchaser in a transaction of this character in the county where the Property is located, or as otherwise agreed.

**E. Prorations.** Rents (including any additional rental or reimbursement amounts to be reconciled), lease commissions, interest on any assumed loan, maintenance expenses, operating expenses, standby fees and ad valorem taxes for the year of the Closing, and any other expenses that are customarily prorated, will be prorated at the Closing effective as of the date of the Closing (with the Purchaser being considered the owner of the Property for the entire day of the Closing). Seller shall give a credit to Purchaser at the Closing in the aggregate amount of any security deposits deposited by tenants under leases affecting the Property. If the

Closing occurs before the tax rate is fixed for the year of the Closing, the apportionment of the taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the Closing actually paid by Purchaser will be adjusted equitably between the parties upon receipt of a written statement of the actual amount of the taxes. This provision will survive the Closing.

**F. Rollback Assessments.** If Seller's use or change in use of the Property before the Closing, or Seller's failure to timely apply for an exemption before the Closing, results in the assessment of additional taxes, penalties, or interest ("**Rollback Assessments**") for periods before the Closing, the Rollback Assessments will be the obligation of Seller. If this sale or Purchaser's use of the Property after the Closing, or Purchaser's failure to timely apply for an exemption after the Closing, results in the assessment of Rollback Assessments for periods before or after the Closing, the Rollback Assessments will be the obligation of Purchaser. Obligations imposed by this paragraph will survive the Closing.

**G. Loan Assumption.** If Purchaser assumes, or takes the Property subject to, an existing loan secured by the Property, then, at the Closing, in addition to the proration of interest on the loan, Purchaser shall pay: (1) to the lender, any assumption or transfer fee charged by the lender; (2) to the lender, reasonable attorney's fees charged by the lenders' attorney; and (3) to Seller, a sum equal to the amount of any reserve accounts held by the lender for the payment of taxes, insurance and any other expenses applicable to the Property for which reserve accounts are held by the lender, and Seller shall transfer the reserve accounts to Purchaser. Purchaser shall execute, at the option and expense of Seller, a Deed of Trust to Secure Assumption with a trustee named by Seller. If consent to the assumption is required by the lender, Seller shall obtain the lender's consent in writing and deliver the consent to Purchaser at the Closing. If Seller does not obtain the lender's written consent (if required) and deliver it to Purchaser at or before the Closing, Purchaser may terminate this Contract by delivering a written termination notice to Seller, and the Earnest Money will be returned to Purchaser.

**H. Foreign Person Notification.** If Seller is a Foreign Person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser a non-foreign affidavit pursuant to §1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. A non-foreign affidavit from Seller must include: (1) a statement that Seller is not a foreign person; (2) the U. S. taxpayer identification number of Seller; and (3) any other information required by §1445 of the Internal Revenue Code.

## 16. DEFAULT.

**A. Purchaser's Remedies.** If Seller defaults or fails to close this Contract for any reason except Purchaser's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser may elect to either: (1) enforce specific performance of this Contract (require Seller to sell the Property to Purchaser pursuant to this Contract); or (2) terminate this Contract by delivering a written notice to Seller. If Purchaser elects to terminate this Contract due to Seller's default, then Purchaser will be deemed to have waived the remedy of specific performance and any other remedies available to Purchaser (except for reimbursement for Purchaser's actual expenses as provided in the next paragraph) and the Earnest Money will be returned to Purchaser.

The following sentence applies only if this box  is checked: If Seller defaults and Purchaser does not elect to enforce specific performance of this Contract, or the remedy of specific performance is not available, then Seller shall reimburse Purchaser for Purchaser's

actual expenses paid by Purchaser to independent third parties in connection with this Contract, including, but not limited to, reasonable fees and expenses for engineering assessments, environmental assessments, architectural plans, surveys and legal work (but excluding any indirect, punitive or consequential damages, such as a claim for lost profits) in an amount not to exceed \$ \_\_\_\_\_.

The foregoing will be Purchaser's sole and exclusive remedies for Seller's default unless this box  is checked, in which case Purchaser may sue Seller for additional damages (in addition to the reimbursement of expenses as provided in the previous paragraph, to the extent such additional damages can be proven). If Purchaser chooses to sue Seller for reimbursement of expenses or other damages, then Purchaser must elect to pursue either specific performance or a claim for damages at the beginning of any legal action initiated by Purchaser.

**B. Seller's Remedies.** If Purchaser fails to close this Contract for any reason except Seller's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser will be in default and Seller may terminate this Contract and receive the Earnest Money as liquidated damages for Purchaser's breach of this Contract, thereby releasing Purchaser from this Contract. If Seller terminates this Contract due to Purchaser's default, then the Earnest Money will be paid to Seller.

The right to receive the Earnest Money will be Seller's sole and exclusive remedy for Purchaser's default unless one of the following remedies is selected, in which case Seller may sue Purchaser:  to enforce specific performance (force Purchaser to purchase the Property pursuant to this Contract); or  for actual damages in lieu of receiving the Earnest Money as liquidated damages. If one or both of the boxes is checked to allow Seller to sue Purchaser to enforce specific performance or for actual damages, then Seller must elect to either receive the Earnest Money or sue Purchaser for one of the other selected remedies at the beginning of any legal action initiated by Seller.

**17. AGENCY DISCLOSURE.**

**A. Agency Relationships.** The term "**Brokers**" refers to the Principal Broker and the Cooperating Broker, if applicable, as set forth on the signature page. Each Broker has duties only to the party the Broker represents as identified below. If either Broker is acting as an intermediary, then that Broker will have only the duties of an intermediary, and the intermediary disclosure and consent provisions apply as set forth below. **[Each broker check only one]**

(1) The Principal Broker is:  agent for Seller only; or  agent for Purchaser only; or  an intermediary.

(2) The Cooperating Broker is:  agent for Seller only; or  agent for Purchaser only; or  an intermediary.

**B. Other Brokers.** Seller and Purchaser each represent to the other that they have had no dealings with any person, firm, agent or finder in connection with the negotiation of this Contract or the consummation of the purchase and sale contemplated by this Contract, other than the Brokers named in this Contract, and no real estate broker, agent, attorney, person, firm or entity, other than the Brokers, is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of the representing party. ~~Each party agree to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by~~

~~any agent, finder or other similar party, other than the Brokers, by reason of any dealings or acts of the indemnifying party.~~

**C. Fee Sharing.** Seller and Purchaser agree that the Brokers may share the Fee (defined below) among themselves, their sales associates, and any other licensed brokers involved in the sale of the Property. The parties authorize the Title Company to pay the Fee directly to the Principal Broker and, if applicable, the Cooperating Broker, in accordance with Section 18 (Professional Service Fee) or any other agreement pertaining to the Fee. Payment of the Fee will not alter the fiduciary relationships between the parties and the Brokers.

**D. Intermediary Relationship.** If either of the Brokers has indicated in Section 17.A (Agency Relationships) or otherwise that the Broker is acting as an intermediary in this transaction, then Purchaser and Seller hereby consent to the intermediary relationship, authorize such Broker or Brokers to act as an intermediary in this transaction, and acknowledge that the source of any expected compensation to the Brokers will be Seller, and the Brokers may also be paid a fee by Purchaser. **A broker, and any broker or salesperson appointed to communicate with and carry out instructions of one party, who acts as an intermediary is required to act fairly and impartially, and may not:**

(1) disclose to the buyer that the seller will accept a price less than the asking price, unless instructed in a separate writing by the seller;

(2) disclose to the seller that the buyer will pay a price greater than the price submitted in a written offer to the seller, unless otherwise instructed in a separate writing by the buyer;

(3) disclose any confidential information or any information that a party specifically instructs the broker or salesperson in writing not to disclose, unless:

- (a) the broker or salesperson is otherwise instructed in a separate writing by the respective party;
- (b) the broker or salesperson is required to disclose the information by the Texas Real Estate License Act or a court order; or
- (c) the information materially relates to the condition of the Property;

(4) treat a party to a transaction dishonestly; or

(5) violate the Texas Real Estate License Act.

Broker is authorized to appoint, by providing written notice to the parties, a license holder associated with Broker to communicate with and carry out instructions of one party, and another license holder associated with Broker to communicate with and carry out instructions of the other party. An appointed license holder may provide opinions and advice during negotiations to the party to whom the license holder is appointed.

## 18. PROFESSIONAL SERVICE FEE.

**A. Payment of Fee.** Seller agrees to pay the Brokers a professional service fee (the "Fee") for procuring the Purchaser and for assisting in the negotiation of this Contract as follows:

**Upon closing, seller shall pay DFW Lee & Associates a commission of 3% of the purchase price.**

The Fee will be earned upon the execution of this Contract and will be paid at the Closing of a sale of the Property by Seller pursuant to this Contract (as may be amended or assigned). The Fee will be paid by Seller to the Brokers in the county in which the Property is located. Seller shall pay any applicable sales taxes on the Fee. The Title Company or other escrow agent is authorized and directed to pay the Fee to the Brokers out of the Closing proceeds. A legal description of the Property, as set forth in this Contract and any Survey delivered pursuant to this Contract, is incorporated by reference in the agreement pertaining to the Fee set forth or referenced in this Section.

The Fee is earned notwithstanding: ~~(1) any subsequent termination of this Contract (except a termination by Seller or Purchaser pursuant to a right of termination in this Contract); or (2) any default by Seller. If the Closing does not occur due to Purchaser's default, and Seller does not elect to enforce specific performance, the Fee will not exceed one-half of the Earnest Money.~~ If either party defaults under this Contract, then the Fee will be paid within 10 days after the scheduled Closing Date, and the Title Company is authorized to pay the fee out of the Earnest Money or any other escrow deposit made pursuant to this Contract. ~~If Seller defaults, then Seller's obligation to pay the Fee will not be affected if Purchaser chooses the remedy of terminating this Contract, and the amount of the Fee will not be limited to the amount of the Earnest Money or any other escrow deposit made pursuant to this Contract.~~

**B. Consent Required.** Purchaser, Seller and Title Company agree that the Brokers are third party beneficiaries of this Contract with respect to the Fee, and that no change may be made by Purchaser, Seller or Title Company as to the time of payment, amount of payment or the conditions for payment of the Fee without the written consent of the Brokers.

**C. Right to Claim a Lien.** Pursuant to Chapter 62 of the Texas Property Code, the Brokers hereby disclose their right to claim a lien based on the commission agreement set forth in this Contract and any other commission agreements applicable to the sale contemplated by this Contract. This disclosure is incorporated in any such commission agreements.

## 19. MISCELLANEOUS PROVISIONS.

**A. Definition of Hazardous Materials.** "Hazardous Materials" means any pollutants, toxic substances, oils, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, or any other Federal, State or local environmental law, ordinance, rule, or regulation, whether existing as of the Effective Date or subsequently enacted.

**B. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be deemed delivered on the earlier of: (1) actual receipt, if delivered in person or by courier, with evidence of delivery; (2) receipt of an electronic facsimile ("Fax") transmission with confirmation of delivery to the Fax numbers specified in this Contract, if any; (3) delivery by a recognized overnight delivery service, with evidence of delivery; or (4) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth in this Contract. Notices sent by any other means will be deemed delivered when actually received, with proof of delivery. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above.

- 1. Seller also consents to receive any notices by email.
- 2. Purchaser also consents to receive any notices by email.

Copies of all notices must also be delivered to the following persons [if the blanks have been completed]:

Copies of notices to Seller are to be delivered to:

**NARAYAN JYOT TX LLC**

Address: 14011 Esmin Ln  
HOMER KLEMIL 60491  
Email: omahahotels@yahoo.com

Copies of notices to Purchaser are to be delivered to:

**City of Plano**

Address: 1520 K Ave, Plano TX 75074  
Email: matthewy@plano.gov

Copies of written notices should also be delivered to the Brokers and to the Title Company, but failure to notify the Brokers or the Title Company will not cause an otherwise properly delivered notice to be ineffective.

**C. Termination.** If this Contract is terminated for any reason, the parties will have no further rights or obligations under this Contract, except that: (1) Purchaser shall pay the costs to repair any damage to the Property caused by Purchaser or Purchaser's agents; and (2) each party shall perform any other obligations that, by the explicit provisions of this Contract, expressly survive the termination of this Contract. The obligations of this Section 19.C. will survive the termination of this Contract. The terms of any mutual termination agreement will supersede and control over the provisions of this Section 19.C. to the extent of any conflict.

**D. Forms.** In case of a dispute as to the form of any document required under this Contract, the most recent form prepared by the State Bar of Texas will be used, modified as necessary to conform to the terms of this Contract.

~~**E. Attorneys' Fees.** The prevailing party in any proceeding brought to enforce this Contract, or brought relating to the transaction contemplated by this Contract, will be entitled to recover, from the non-prevailing party, court costs, reasonable attorneys' fees and all other reasonable related expenses.~~

**F. Integration.** This Contract contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement. The parties agree that there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Contract. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superceded by this Contract, unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Contract.

**G. Survival.** Any representation or covenant contained in this Contract not otherwise discharged at the Closing will survive the Closing.

**H. Binding Effect.** This Contract will inure to the benefit of, and will be binding upon, the parties to this Contract and their respective heirs, legal representatives, successors and assigns.

**I. Time for Performance.** Time is of the essence under each provision of this Contract. Strict compliance with the times for performance is required.

**J. Business Day.** If any date of performance under this Contract falls on a Saturday, Sunday or federal reserve bank holiday, such date of performance will be deferred to the next day that is not a Saturday, Sunday or federal reserve bank holiday.

**K. Right of Entry.** After reasonable advance notice and during normal business hours, Purchaser, Purchaser's representatives and the Brokers have the right to enter upon the Property before the Closing for purposes of viewing, inspecting and conducting studies of the Property, so long as they do not unreasonably interfere with the use of the Property by Seller or any tenants, or cause damage to the Property.

**L. Governing Law.** This Contract will be construed under and governed by the laws of the State of Texas, and unless otherwise provided in this Contract, all obligations of the parties created under this Contract are to be performed in the county where the Property is located.

**M. Severability.** If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Contract will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Contract.

**N. Broker Disclaimer.** The Brokers will disclose to Purchaser any material factual knowledge the Brokers may possess about the condition of the Property. Purchaser understands that a real estate broker is not an expert in matters of law, tax, financing, surveying, hazardous materials, engineering, construction, safety, zoning, land planning, architecture, or the Americans with Disabilities Act. Purchaser should seek expert assistance on such matters. The Brokers do not investigate a property's compliance with building codes, governmental ordinances, statutes and laws that relate to the use or condition of the Property or its construction, or that relate to its acquisition. Purchaser is not relying upon any representations of the Brokers concerning permitted uses of the Property or with respect to any nonconformance of the Property. If the Brokers provide names of consultants or sources for advice or assistance, the Brokers do not warrant the services of the advisors or their products. The Brokers cannot warrant the suitability of property to be acquired. Purchaser acknowledges that current and future federal, state and local laws and regulations may require any Hazardous Materials to be removed at the expense of those persons who may have had or continue to have any interest in the Property. The expense of such removal may be substantial. Purchaser agrees to look solely to experts and professionals selected or approved by Purchaser to advise Purchaser with respect to the condition of the Property and will not hold the Brokers responsible for any condition relating to the Property. The Brokers do not warrant that Seller will disclose any or all property defects or other matters pertaining to the Property or its condition. Seller and Purchaser agree to hold the Brokers harmless from any damages, claims, costs and expenses including, but not limited to, reasonable attorneys' fees and court costs, resulting from or related to any person furnishing any false, incorrect or inaccurate information with respect to the Property, Seller's concealing any material information with respect to the condition of the Property, or matters that should be analyzed by experts. To the extent permitted by applicable law, the Brokers' liability for errors or omissions, negligence, or otherwise, is limited to the return of the Fee, if any, paid to the responsible Broker pursuant to this Contract. The parties agree that they are not relying upon any oral statements that the Brokers may have made. Purchaser is relying solely upon Purchaser's own investigations and the representations of Seller, if any, and Purchaser acknowledges that the Brokers have not made any warranty or representation with respect to the condition of the Property or otherwise.

**O. Counterparts.** This Contract may be executed in a number of identical counterparts, and all counterparts will be construed together as one agreement. Any signed counterpart transmitted by Fax or email has the same effect as an original.

**P. Patriot Act Representation.** Seller and Purchaser each represent to the other that: (1) its property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

**Q. Exchange.** Seller and Purchaser shall cooperate with each other in connection with any tax deferred exchange that either party may be initiating or completing in connection with Section 1031 of the Internal Revenue Code, so long as neither party will be required to pay any expenses related to the other party's exchange and the Closing is not delayed. Notwithstanding any other provision that may prohibit the assignment of this Contract, either party may assign this Contract to a qualified intermediary or exchange accommodation title holder, if the assignment is required in connection with the exchange. The parties agree to cooperate with each other, and sign any reasonable documentation that may be required, to effectuate any such exchange.

## 20. STATUTORY NOTICES.

**A. Abstract or Title Policy.** At the time of the execution of this Contract, Purchaser acknowledges that the Brokers have advised and hereby advise Purchaser, by this writing, that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection or that Purchaser should be furnished with or obtain a policy of title insurance.

**B. Notice Regarding Unimproved Property Located in a Certificated Service Area.** If the Property is unimproved and is located in a certificated service area of a utility service, then Seller shall give to Purchaser a written notice in compliance with §13.257 of the Texas Water Code, and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the correct name of utility service provider authorized by law to provide water or sewer service to the Property, and must comply with all other applicable requirements of the Texas Water Code.

**C. Special Assessment Districts.** If the Property is situated within a utility district or flood control district subject to the provisions of §49.452 of the Texas Water Code, then Seller shall give to Purchaser the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

**D. Property Owners' Association.** If the Property is subject to mandatory membership in a property owners' association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property. In addition, Seller shall give to Purchaser the written notice required under §5.012 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the notice in writing. Also, Seller shall give to Purchaser the resale certificate required under Chapter 207 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the resale certificate in writing.

**E. Notice Regarding Possible Annexation.** If the Property that is the subject of this Contract is located outside the limits of a municipality, the Property may now or later be included

in the extraterritorial jurisdiction ("ETJ") of the municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and its ETJ. To determine if the Property is located within a municipality's ETJ, contact all municipalities in the general proximity of the Property for further information.

**F. Notice Regarding Coastal Area Property.** If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, then Seller shall give to Purchaser a written notice regarding coastal area property, in compliance with §33.135 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

**G. Gulf Intracoastal Waterway Notice.** If the Property is located seaward of the Gulf Intracoastal Waterway, then Seller shall give to Purchaser a written notice regarding the seaward location of the Property, in compliance with §61.025 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

**H. Notice for Property Located in an Agricultural Development District.** If the Property is located in an agricultural development district, then in accordance with §60.063 of the Texas Agricultural Code: (1) Seller shall give to Purchaser a written notice that the Property is located in such a district; (2) Purchaser agrees to acknowledge receipt of the notice in writing; and (3) at the Closing, a separate copy of the notice with current information about the district will be executed by Seller and Purchaser and recorded in the deed records of the county in which the Property is located.

**I. Certificate of Mold Remediation.** If a certificate of mold remediation has been issued for the Property under Section 1958.154 of the Occupations Code within the preceding five years, Seller is required to provide a copy of the certificate to Purchaser.

**J. Notice of Water Level Fluctuations.** If the Property adjoins a lake, reservoir, or other impoundment of water that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, then the following notice applies:

NOTICE OF WATER LEVEL FLUCTUATIONS: The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.

**K. License Holder Disclosure.** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, or a business entity in which the license holder is more than a 10% owner, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to disclose in writing that he or she is a licensed real estate broker or sales agent before entering into a contract of sale. **[Complete and disclose if applicable]:**

\_\_\_\_\_ is a Texas real estate license holder and is acting in a dual capacity as broker or sales agent for Seller and as a principal in this transaction (as Seller or acting on behalf of Seller as provided above).

\_\_\_\_\_ is a Texas real estate license holder and is acting in a dual capacity as broker or sales agent for Purchaser and as a principal in this transaction (as Purchaser or acting on behalf of Purchaser as provided above).

**L. Storage Tanks.** If a tank (or tank system) that is designed or intended to be installed as an underground storage tank or an aboveground storage tank is located on the Property, Seller

has provided Purchaser with the written notification described in Section 334.9 of Title 30 of the Texas Administrative Code by completing attached Addendum E.

**M. Public Improvement Districts.** If the Property is located in a public improvement district subject to the provisions of §5.014 of the Texas Property Code, then Seller shall give to Purchaser the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing.

## 21. DISPUTE RESOLUTION.

~~**A. Mediation** If any dispute (the "Dispute") arises between any of the parties to this Contract including, but not limited to, payment of the Fee, then any party (including any Broker) may give written notice to the other parties requiring all involved parties to attempt to resolve the Dispute by mediation. Except in those circumstances where a party reasonably believes that an applicable statute of limitations period is about to expire, or a party requires injunctive or equitable relief, the parties are obligated to use this mediation procedure before initiating arbitration or any other action. Within seven days after receipt of the mediation notice, each party must deliver a written designation to all other parties stating the names of one or more individuals with authority to resolve the Dispute on such party's behalf. Within 14 days after receipt of the mediation notice, the parties shall make a good faith effort to select a qualified mediator to mediate the Dispute. If the parties are unable to timely agree upon a mutually acceptable mediator, any party may request any state or federal judge to appoint a mediator. In consultation with the mediator, the parties shall promptly designate a mutually convenient time and place for the mediation that is no later than 30 days after the date the mediator is selected. In the mediation, each party must be represented by persons with authority and discretion to negotiate a resolution of the Dispute, and may be represented by counsel. The mediation will be governed by applicable provisions of Chapter 154 of the Texas Civil Practice and Remedies Code, and such other rules as the mediator may prescribe. The fees and expenses of the mediator will be shared equally by all parties included in the Dispute.~~

~~**B. Arbitration** If the parties are unable to resolve any Dispute by mediation, then the parties (including the Brokers) shall submit the Dispute to binding arbitration before a single arbitrator. The Dispute will be decided by arbitration in accordance with the applicable arbitration statute and any rules selected by the arbitrator. After an unsuccessful mediation, any party may initiate the arbitration procedure by delivering a written notice of demand for arbitration to the other parties. Within 14 days after the receipt of the written notice of demand for arbitration, the parties shall make a good faith effort to select a qualified arbitrator acceptable to all parties. If the parties are unable to agree upon the selection of an arbitrator, then any party may request any state or federal judge to appoint an arbitrator. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law.~~

**22. CONSULT AN ATTORNEY.** This Contract is a legally binding agreement. The Brokers cannot give legal advice. The parties to this Contract acknowledge that they have been advised to have this Contract reviewed by legal counsel before signing this Contract.

**Purchaser's attorney:**

**Seller's attorney:**

Name: Jill McFarland  
Address: 1520 K Ave, 3rd Floor  
Plano, TX 75074  
Phone: (972)941-5237  
Fax: \_\_\_\_\_  
Email: jmcfarland@plano.gov

Name: NONE  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**23. EXHIBITS AND ADDENDA.** All Exhibits and Addenda attached to this Contract are incorporated herein by reference and made a part of this Contract for all purposes **[check all that apply]**:

- |                                     |              |                                      |
|-------------------------------------|--------------|--------------------------------------|
| <input type="checkbox"/>            | Exhibit "A"  | Legal Description                    |
| <input type="checkbox"/>            | Exhibit "B"  | Site Plan                            |
| <input checked="" type="checkbox"/> | Exhibit "C"  | Information About Brokerage Services |
| <input type="checkbox"/>            | Exhibit "D"  | _____                                |
|                                     |              |                                      |
| <input type="checkbox"/>            | Addendum A   | Schedule of Personal Property        |
| <input type="checkbox"/>            | Addendum B-1 | Third Party Financing                |
| <input type="checkbox"/>            | Addendum B-2 | Seller Financing                     |
| <input type="checkbox"/>            | Addendum B-3 | Existing Loan                        |
| <input type="checkbox"/>            | Addendum C   | Disclosure Notice                    |
| <input type="checkbox"/>            | Addendum D   | Lead Based Paint                     |
| <input type="checkbox"/>            | Addendum E   | Notice as to Tanks                   |
| <input type="checkbox"/>            | Addendum F   | Additional Provisions                |

**24. CONTRACT AS OFFER.** The execution of this Contract by the first party to do so constitutes an offer to purchase or sell the Property. If the other party does not accept that offer by signing this Contract and delivering a fully executed copy to the first party by the earlier of this date February 28, 2026 or the date that is 10 days after the date this Contract is executed by the first party, then that offer will be deemed to have been automatically withdrawn, in which case the Earnest Money, if any, will be returned to Purchaser. Any acceptance of an offer that has been withdrawn will be effective only if the party that withdrew the offer subsequently agrees to the acceptance either in writing or by course of conduct.

**25. ADDITIONAL PROVISIONS.** *[Additional provisions may be set forth below or on any attached Addendum].* Seller and Purchaser agree that the following additional provisions (if any) and the provisions set forth on the attached Addenda (if any) will control in the event of any conflict with other provisions of this Contract.

**Seller intends to complete a 1031 Tax deferred exchange, and Buyer agrees to reasonably cooperate with Seller at no additional cost or liability to Buyer.**

This Contract is executed to be effective as of the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company (the Effective Date).

**SELLER:**

**NARAYAN JYOT TX LLC**

By: (Signature) Mukesh M. Patel  
Name: MUKESHKUMAR PATEL  
Title: MEMBER  
Date of Execution: 02-26-26

By: (Signature) \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

**PRINCIPAL BROKER:**

By: (Signature) NONE  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
TREC License No.: \_\_\_\_\_

**PURCHASER:**

**City of Plano**

By: (Signature) \_\_\_\_\_  
Name: Mark D Israelson  
Title: City Manager  
Date of Execution: \_\_\_\_\_

By: (Signature) \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

**COOPERATING BROKER:**

**DFW Lee & Associates**

By: (Signature) \_\_\_\_\_  
Name: George Tanghongs  
Title: Principal

Address: 14950 Quorum Dr, Ste 100, Dallas TX 75254  
\_\_\_\_\_

Phone: (214)934-4008  
Fax: \_\_\_\_\_  
Email: george@lee-associates.com  
TREC License No.: \_\_\_\_\_

**TITLE COMPANY RECEIPT:** The Title Company acknowledges receipt of this Contract on \_\_\_\_\_ (the **Effective Date**). Upon receipt of the Earnest Money, the Title Company accepts the Earnest Money subject to the terms and conditions set forth in this Contract.

**TITLE COMPANY:**

**Capital Title**

By: (Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: **4851 LBJ Fwy, Ste 1100, Dallas, TX 75244**

Phone: **(214)919-3019**

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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# Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.



**TYPES OF REAL ESTATE LICENSE HOLDERS:**

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

**A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):**

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:**

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

**TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:**

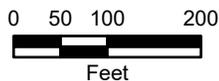
- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>GP L&amp;A DFW Inc</u>	<u>546274</u>	<u>kwesson@lee-associates.com</u>	<u>972-934-4000</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Kenneth W Wesson</u>	<u>439839</u>	<u>kwesson@lee-associates.com</u>	<u>972-934-4000</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Kenneth W Wesson</u>	<u>439839</u>	<u>kwesson@lee-associates.com</u>	<u>972-934-4000</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>George Tanghongs</u>	<u>445363</u>	<u>george@lee-associates.com</u>	<u>972.934.4008</u>
Sales Agent/Associate's Name	License No.	Email	Phone

Mukunda M. Patel  
Buyer/Tenant/Seller/Landlord Initials

02-26-26  
Date



City of Plano BI-GIS Division  
January 2026

### Proposed Acquisition 1601 Alma Drive

 Subject Property

### Project Location





## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Emergency Management.  
**DIRECTOR:** Carrie Little, Director of Emergency Management  
**AGENDA ITEM:** 2025 Urban Area Security Initiative Grant Program  
**RECOMMENDED ACTION:** Adoption of Resolutions

---

### **ITEM SUMMARY**

To authorize the filing of application for federal funds in an amount not to exceed \$129,076.47 under the Fiscal Year 2025 Urban Area Security Initiative Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; declaring the Senior Accountant as the Financial Officer; and declaring an effective date. **Adopted Resolution No. 2026-3-1(R)**

### **BACKGROUND**

Since 2005, the Emergency Management Department has applied for, received, administered, and managed grant programs issued by the Department of Homeland Security under two separate grant funded programs: the State Homeland Security Grant Program and the Urban Area Security Initiative. Funds received have supported projects for police, fire, emergency management, and public safety communications preparedness and response efforts.

Each fiscal grant year, a formal council resolution is required as part of the grant application and a separate resolution is required for the acceptance process. The adoption of a formal resolution allows for the State administrative agency to award the grant to the City a sub-recipient and authorizes the City to expend grant funding. The City is applying for funding in the Fiscal Year 2025 to support equipment projects for: SWAT Hydraulic Breaching, Police Department Protective Order Team Long Range Listening Device, Fire Department Thermal Imaging, and Fire Department Hazardous Materials Radiological Monitoring.

Included within the resolution is the naming of an authorized official to relieve the Mayor of the day to day grant administration and management requirements. It has been previous practice to name the Director of Emergency Management to this position. In this role, the Director of Emergency Management is given permission with the State administrative agency grant web-portal system to accept, reject, alter, or terminate all or portions of the grant on behalf of the City. This practice allows the Department of Emergency Management the flexibility to meet extremely short deadlines for grant modifications, such as small adjustments of grant information, explanations, or provision of budgetary back up documents, often required with a less than 24-hour upload and approval period.

New this year is a requirement to name the Financial Officer within the resolution. The financial officer is responsible for the acceptance and recording of the grant funding into the appropriate City fund, recording the entry in the City accounting register, and certifying expenditure and receipt of reimbursement prior to grant closeout. This function has historically been accomplished by the Senior Accountant within the Finance Department.

**FINANCIAL SUMMARY/STRATEGIC GOALS**

This is reimbursement funding from the Department of Homeland Security to the City for equipment purchased. The equipment aligns with project goals in the State Homeland Security Program and Urban Area Security Initiative grant guidance. No matching funding is required for acceptance of these funds.

The approval of this resolution relates to the City's Strategic Plan Critical Success Factor of Excellent, Innovative and Accountable City Government.

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution	2/26/2026	Resolution

**A Resolution of the City of Plano, Texas, authorizing the filing of application for federal funds in an amount not to exceed \$129,076.47 under the Fiscal Year 2025 Urban Area Security Initiative Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; declaring the Senior Accountant as the Financial Officer; and declaring an effective date.**

**WHEREAS**, the City Council finds it is in the best interest of the citizens of the City of Plano, Texas to apply for federal funds for Fiscal Year 2025 Urban Area Security Initiative Grant Program through the Office of the Governor of Texas to be used to carry out homeland security projects; and

**WHEREAS**, the City desires to apply for grants identified to further the mission of expanding capabilities of our specialty first responder teams to respond to acts of terrorism,

**WHEREAS**, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the City Council designates the Director of Emergency Management as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grants on behalf of the application agency.

**WHEREAS**, the City Council designates the Senior Accountant as the grantee's financial officer. The financial officer is given the power to submit financial and programmatic reports or alter a grant on behalf of the applicant agency.

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

**Section I.** The submission of the grant application for the above-referenced grant numbers for the Fiscal Year 2025 State Homeland Security Grant Program to the Office of the Governor is hereby approved and the Director of Emergency Management is designated as the authorized official to act on behalf of the City of Plano with regard to these grants.

**Section II.** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** on the 9<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
John B. Muns, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



## CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Emergency Management.  
**DIRECTOR:** Carrie Little, Director of Emergency Management  
**AGENDA ITEM:** Fiscal Year 2026 State Homeland Security Grant Program  
**RECOMMENDED ACTION:** Adoption of Resolutions

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### ITEM SUMMARY

To authorize the filing of application for federal funds in an amount not to exceed \$200,590 under the Fiscal Year 2026 State Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; declaring the Senior Accountant as the Financial Officer; and declaring an effective date. **Adopted Resolution No. 2026-3-2(R)**

### BACKGROUND

Since 2005, the Emergency Management Department has applied for, received, administered, and managed grant programs issued by the Department of Homeland Security under two separate grant funded programs, the State Homeland Security Grant Program and the Urban Area Security Initiative. Funds received have supported projects for police, fire, emergency management, and public safety communications preparedness and response efforts.

Each fiscal grant year, a formal council resolution is required as part of the grant application and a separate resolution is required for the acceptance process. The adoption of a formal resolution allows for the State administrative agency to award the grant to the City a sub-recipient and authorizes the City to expend grant funding. The City is applying for funding in the Fiscal Year 2026 to support explosive ordnance device training both locally and regionally.

Included within the resolution is the naming of an authorized official to relieve the Mayor of the day to day grant administration and management requirements. It has been previous practice to name the Director of Emergency Management to this position. In this role, the Director of Emergency Management is given permission with the State administrative agency grant web-portal system to accept, reject, alter, or terminate all or portions of the grant on behalf of the City. This practice allows the Department of Emergency Management the flexibility to meet extremely short deadlines for grant modifications, such as small adjustments of grant information, explanations, or provision of budgetary back up documents, often required with a less than 24-hour upload and approval period.

New this year is a requirement to name the Financial Officer within the resolution. The financial officer is responsible for the acceptance and recording of the grant funding into the appropriate City fund, recording the entry in the City accounting register, and certifying expenditure and receipt of reimbursement prior to grant closeout. This function has historically been accomplished by the Senior Accountant within the Finance Department.

### FINANCIAL SUMMARY/STRATEGIC GOALS

This is reimbursement funding from the Department of Homeland Security to the City for equipment purchased. The equipment aligns with project goals in the State Homeland Security Program and State Homeland Security grant guidance. No matching funding is required for acceptance of these funds.

The approval of this resolution relates to the City's Strategic Plan Critical Success Factor of Excellent, Innovative and Accountable City Government.

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution	2/26/2026	Resolution

**A Resolution of the City of Plano, Texas, authorizing the filing of application for federal funds in an amount not to exceed \$200,590 under the Fiscal Year 2026 State Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; declaring the Senior Accountant as the Financial Officer; and declaring an effective date.**

**WHEREAS**, the City Council finds it is in the best interest of the citizens of the City of Plano, Texas to apply for federal funds for Fiscal Year 2026 State Homeland Security Grant Program through the Office of the Governor of Texas to be used to carry out homeland security projects; and

**WHEREAS**, the City desires to apply for grants identified to further the mission of explosive ordnance device training locally and regionally,

**WHEREAS**, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

**WHEREAS**, the City Council designates the Director of Emergency Management as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grants on behalf of the application agency.

**WHEREAS**, the City Council designates the Senior Accountant as the grantee's financial officer. The financial officer is given the power to submit financial and programmatic reports or alter a grant on behalf of the applicant agency.

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

**Section I.** The submission of the grant application for the above-referenced grant numbers for the Fiscal Year 2026 State Homeland Security Grant Program to the Office of the Governor is hereby approved and the Director of Emergency Management is designated as the authorized official to act on behalf of the City of Plano with regard to these grants.

**Section II.** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** on the 9<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
John B. Muns, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Finance  
**DIRECTOR:** Denise Tacke, Director of Finance  
**AGENDA ITEM:** Quarterly Investment Portfolio Summary for the quarter ended December 31, 2025  
**RECOMMENDED ACTION:** Adoption of Resolutions

### ITEM SUMMARY

To approve the Investment Portfolio Summary for the quarter ended December 31, 2025; and providing an effective date. **Adopted Resolution No. 2026-3-3(R)**

### FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of the Quarterly Investment Portfolio Summary supports the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

### **ATTACHMENTS:**

Description	Upload Date	Type
Resolution	2/23/2026	Resolution
Quarterly Investment Portfolio Summary 12.31.25	2/23/2026	Attachment

**A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ended December 31, 2025; and providing an effective date.**

**WHEREAS**, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the quarter ended December 31, 2025, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

**WHEREAS**, the Public Funds Investment Act at Texas Government Code, Section 2256.005, requires the governing body of an investing entity to review its investment policy and investment strategies not less than annually; and

**WHEREAS**, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

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

**Section I.** The City of Plano’s Investment Portfolio Summary for the quarter ended December 31, 2025, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

**Section II.** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** on the 9<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
John B. Muns, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**City of Plano**  
**INVESTMENT PORTFOLIO SUMMARY**  
**For the Quarter Ended**  
**December 31, 2025**

The investment portfolio of the City of Plano is in compliance with the Public Funds Investment Act and the City's Investment Policy and strategies.



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City Manager



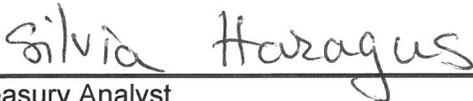
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Director of Finance



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Treasurer



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Treasury Analyst

**Release Date: December 10, 2025**

Available indicators suggest that economic activity has been expanding at a moderate pace. Job gains have slowed this year, and the unemployment rate has edged up through September. More recent indicators are consistent with these developments. Inflation has moved up since earlier in the year and remains somewhat elevated.

The Committee seeks to achieve maximum employment and inflation at the rate of 2 percent over the longer run. Uncertainty about the economic outlook remains elevated. The Committee is attentive to the risks to both sides of its dual mandate and judges that downside risks to employment rose in recent months.

In support of its goals and in light of the shift in the balance of risks, the Committee decided to lower the target range for the federal funds rate by 1/4 percentage point to 3-1/2 to 3-3/4 percent. In considering the extent and timing of additional adjustments to the target range for the federal funds rate, the Committee will carefully assess incoming data, the evolving outlook, and the balance of risks. The Committee is strongly committed to supporting maximum employment and returning inflation to its 2 percent objective.

In assessing the appropriate stance of monetary policy, the Committee will continue to monitor the implications of incoming information for the economic outlook. The Committee would be prepared to adjust the stance of monetary policy as appropriate if risks emerge that could impede the attainment of the Committee's goals. The Committee's assessments will take into account a wide range of information, including readings on labor market conditions, inflation pressures and inflation expectations, and financial and international developments.

The Committee judges that reserve balances have declined to ample levels and will initiate purchases of shorter-term Treasury securities as needed to maintain an ample supply of reserves on an ongoing basis.

Voting for the monetary policy action were Jerome H. Powell, Chair; John C. Williams, Vice Chair; Michael S. Barr; Michelle W. Bowman; Susan M. Collins; Lisa D. Cook; Philip N. Jefferson; Alberto G. Musalem; and Christopher J. Waller. Voting against this action were Stephen I. Miran, who preferred to lower the target range for the federal funds rate by 1/2 percentage point at this meeting; and Austan D. Goolsbee and Jeffrey R. Schmid, who preferred no change to the target range for the federal funds rate at this meeting.

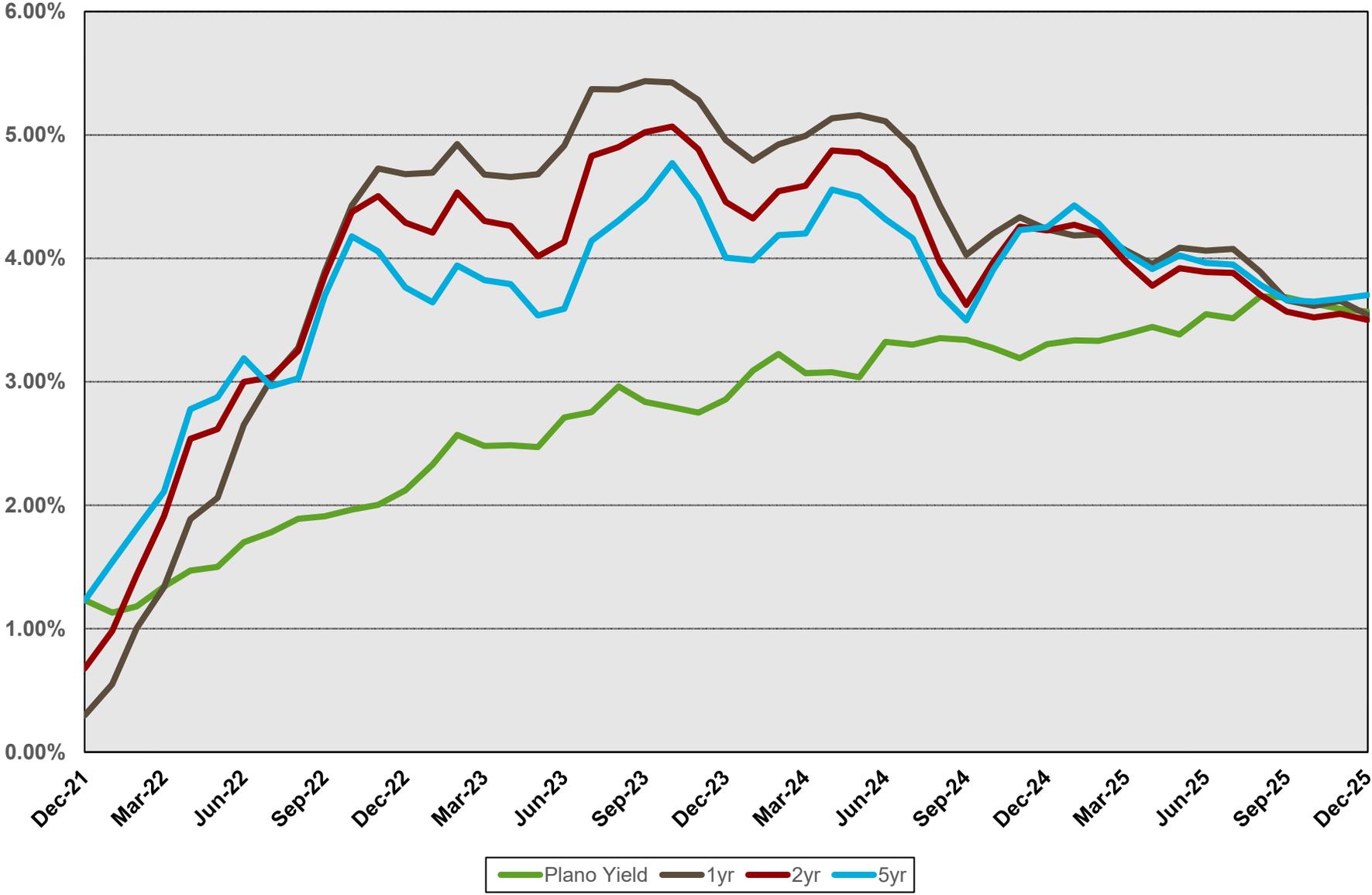
		12/31/2025		9/30/2025	
<u>Asset Type</u>	<u>Avg Yield</u>	<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Bank Accounts/Investment Pools	3.68%	118,077,529	118,077,529	151,892,842	151,892,842
Certificates of Deposit/Fixed Term	4.12%	41,402,105	41,402,105	57,842,487	57,842,487
FAMC Bonds	4.08%	79,297,438	80,186,098	79,280,130	80,109,634
FFCB Bonds	4.00%	97,909,219	98,873,059	97,927,449	98,809,356
FHLB Bonds	3.90%	38,029,237	38,382,777	38,065,266	38,294,029
FNMA Bonds	0.98%	30,190,954	29,632,916	30,256,751	29,470,947
T-Notes	0.86%	29,982,974	29,840,859	29,956,424	29,583,516
Municipal Bonds	3.67%	244,422,748	244,924,552	229,165,009	229,409,858
<b>Totals</b>		<b>679,312,204</b>	<b>681,319,894</b>	<b>714,386,358</b>	<b>715,412,669</b>

<b>Quarter Average Yields*:</b>		<b>Rolling Twelve Month Average Yields*:</b>	
Plano Portfolio Yield	3.60%	Plano Portfolio Yield	3.52%
Six Month Treasury Yield	3.73%	Six Month Treasury Yield	4.09%
Two Year Treasury Yield	3.52%	Two Year Treasury Yield	3.81%
TexasDaily Investment Pool Yield	3.98%	TexasDaily Investment Pool Yield	4.23%
<b>Quarter Investment Earnings**:</b>	<b>7,209,571</b>	<b>Fiscal Year to Date Investment Earnings**:</b>	<b>7,209,571</b>
<b>Quarter Interest Received &amp; Accrued:</b>	<b>5,867,109</b>	<b>Fiscal Year to Date Interest Received &amp; Accrued:</b>	<b>5,867,109</b>

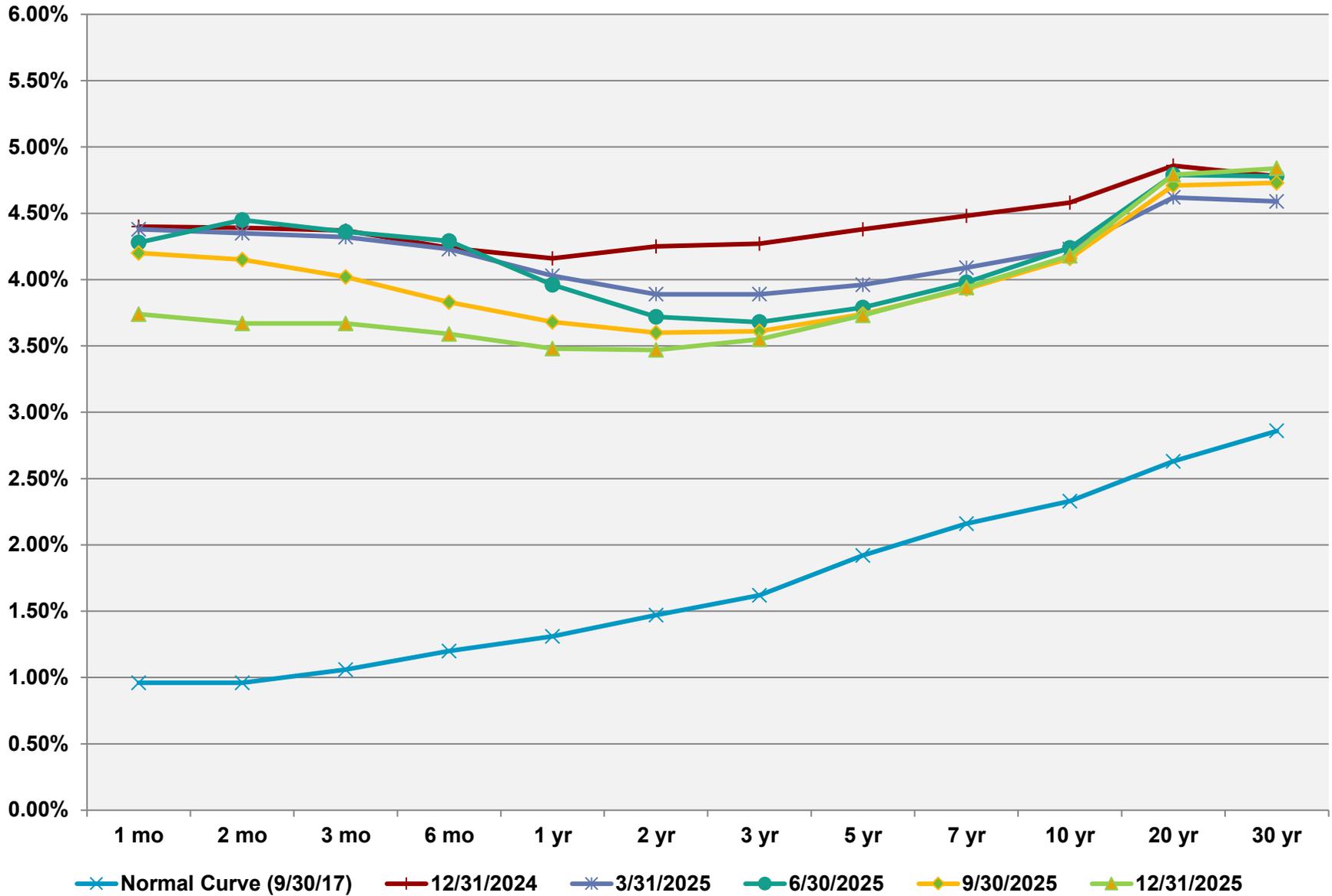
\* Simple average calculation using respective month end yields; does not reflect a total return analysis or account for fees.

\*\* Interest earnings are obtained from the general ledger - Interest plus/minus Gain or Loss on Investments, Unrealized Gain or Loss and Amortized Premium/Discount.

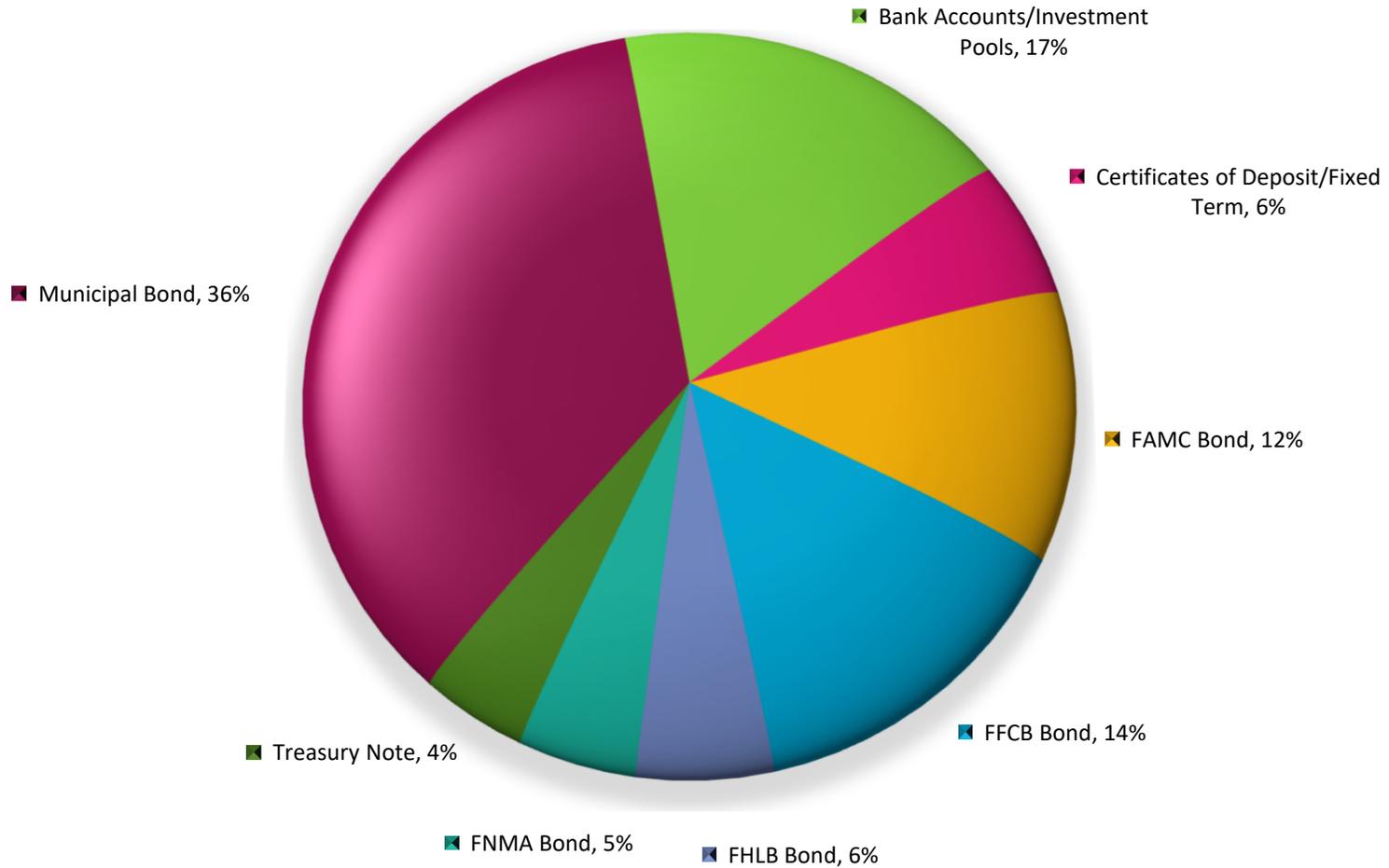
# US Treasury and City of Plano Historical Yields



# Treasury Yield Curve

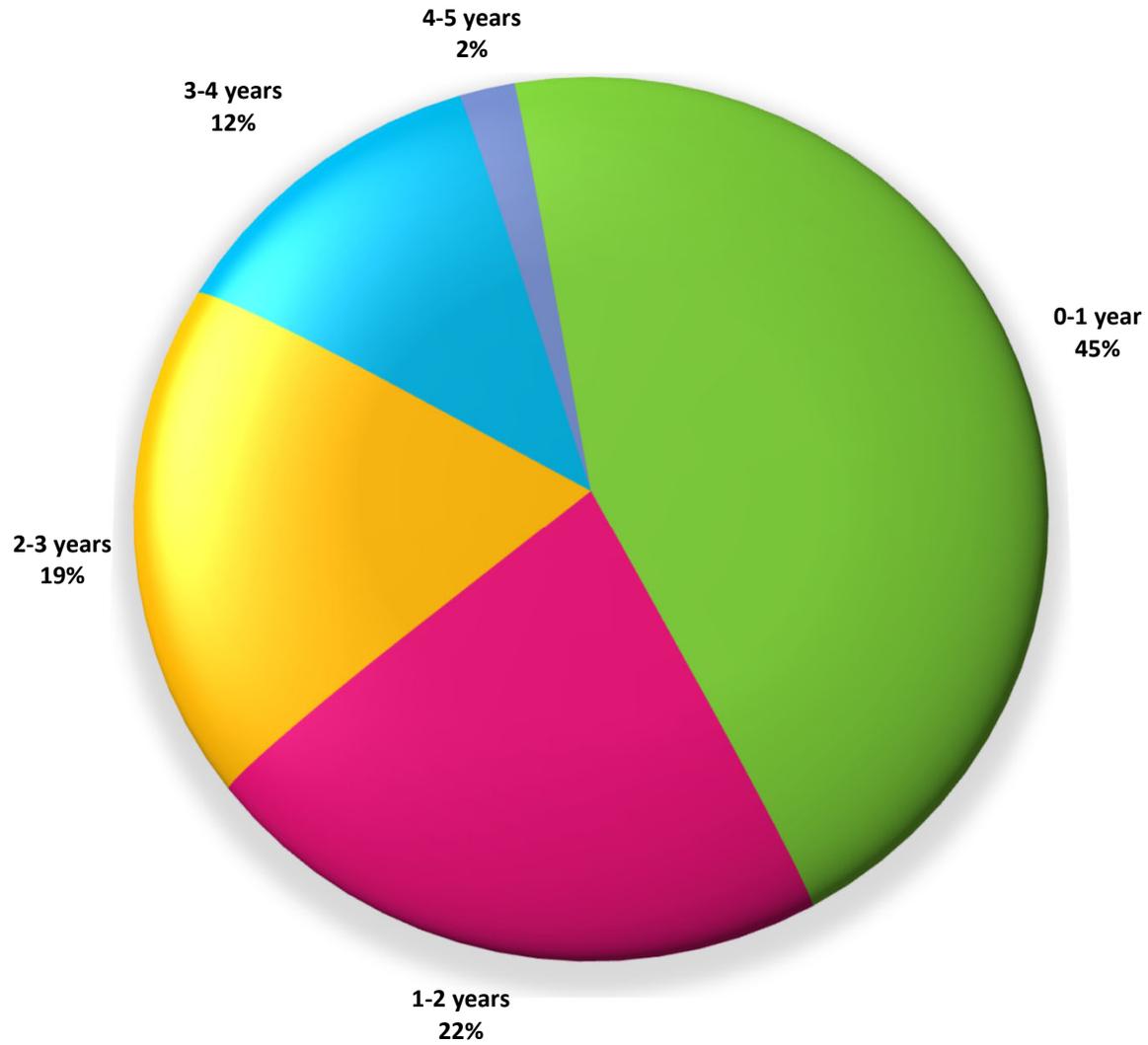


# Portfolio Composition 12/31/2025

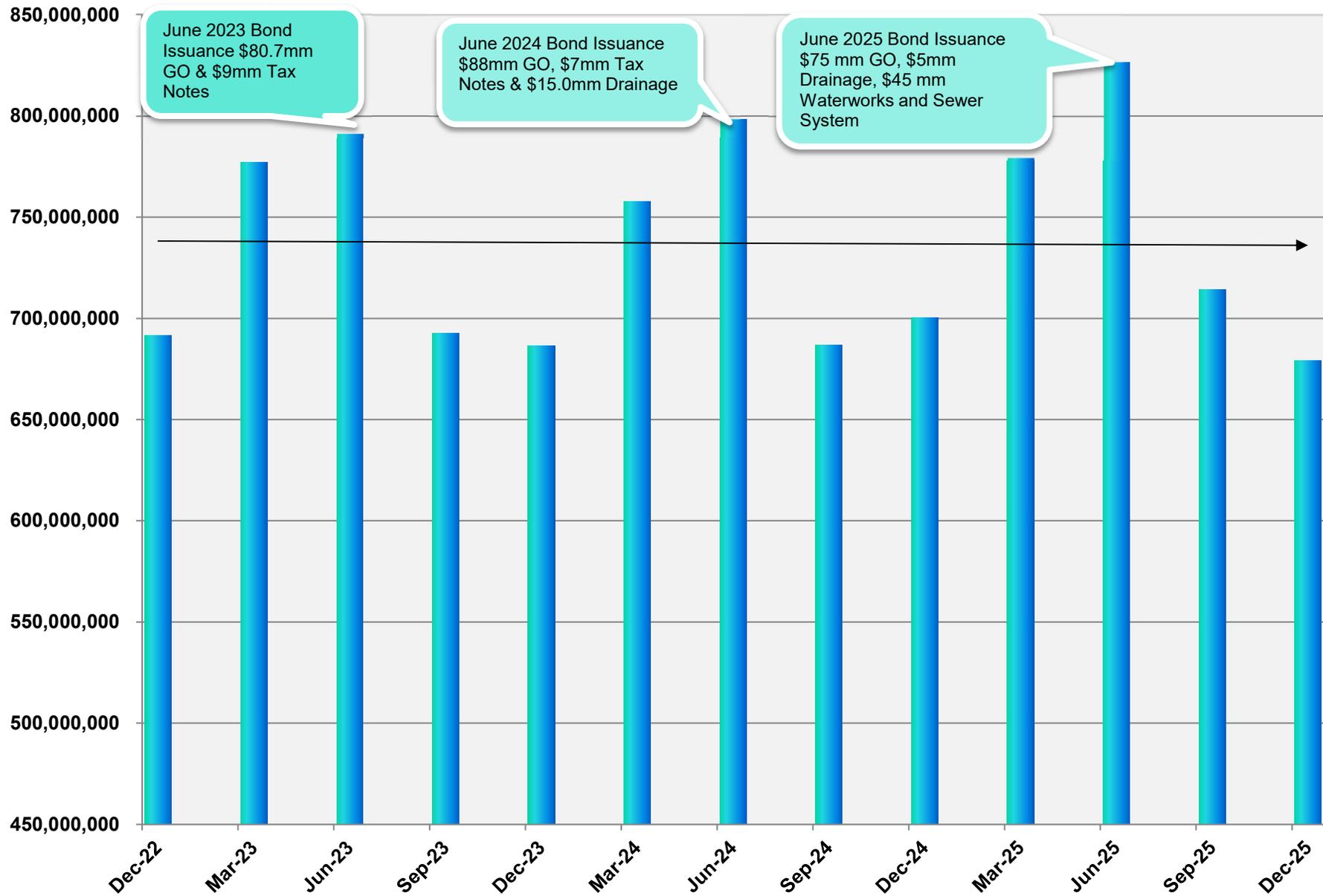


\*US Backed Agency Bonds Total 41%

# Portfolio Maturities 12/31/2025



# Quarter End Book Value

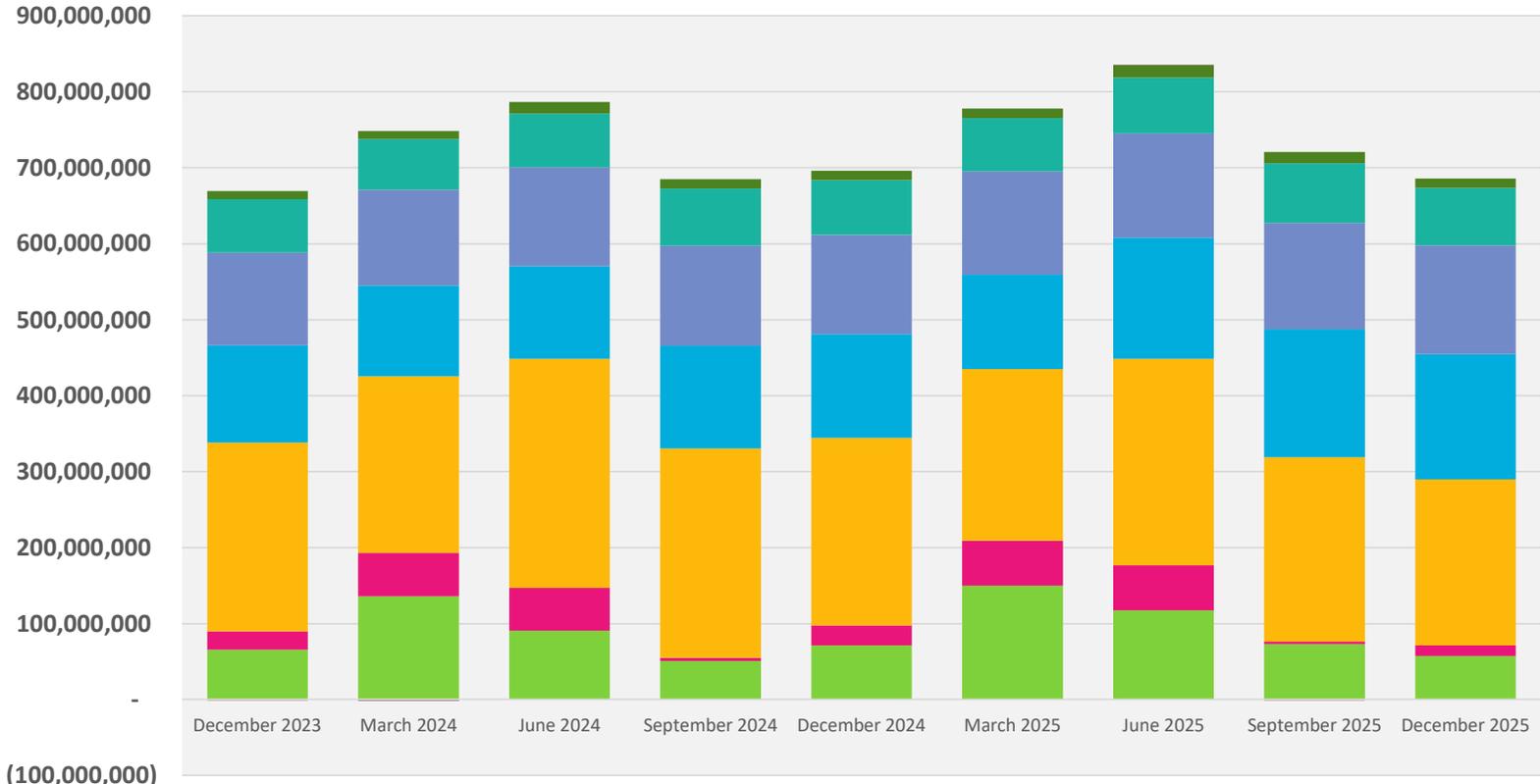


<b>Book Value Allocation</b>					
	<b>September 30, 2025</b>		<b>December 31, 2025</b>		<b>Previous Quarter Comparison</b>
	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>	<b>Book Value Change (\$)</b>
General Fund	10%	72,385,225	8%	56,923,335	(15,461,890)
Debt Service Fund	0%	3,299,010	2%	13,777,475	10,478,466
Capital Projects Fund	34%	241,128,402	32%	216,430,765	(24,697,637)
Enterprise Fund	24%	171,593,563	24%	163,390,405	(8,203,158)
Special Revenue Fund	19%	138,912,050	21%	142,157,802	3,245,752
Internal Service Fund	11%	77,684,975	11%	74,819,209	(2,865,766)
Component Unit	2%	14,455,915	2%	12,177,973	(2,277,941)
Fiduciary Funds	0%	(786,462)	0%	(367,730)	418,732
<b>Totals</b>	<b>100.00%</b>	<b>714,386,358</b>	<b>100.00%</b>	<b>679,312,204</b>	<b>(35,074,154)</b>

<b>Market Value Allocation</b>					
	<b>September 30, 2025</b>		<b>December 31, 2025</b>		<b>Previous Quarter Comparison</b>
	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>	<b>Market Value Change (\$)</b>
General Fund	10%	72,489,216	8%	57,091,570	(15,397,646)
Debt Service Fund	0%	3,303,749	2%	13,818,194	10,514,445
Capital Projects Fund	34%	241,474,815	32%	217,070,420	(24,404,394)
Enterprise Fund	24%	172,555,493	24%	163,873,301	(8,682,192)
Special Revenue Fund	19%	139,111,615	21%	142,577,946	3,466,330
Internal Service Fund	11%	77,796,580	11%	75,040,335	(2,756,245)
Component Unit	2%	14,476,682	2%	12,213,965	(2,262,718)
Fiduciary Funds	0%	(787,591)	0%	(368,817)	418,774
<b>Totals</b>	<b>100.00%</b>	<b>715,412,669</b>	<b>100.00%</b>	<b>681,319,894</b>	<b>(34,092,775)</b>

Allocations are based upon fund equity in the Treasury Pool at the end of the period.

# Treasury Pool Allocation History



- General Funds
- Debt Service Funds
- Capital Projects Funds
- Enterprise Funds
- Special Revenue Funds
- Internal Service Funds
- Component Units
- Fiduciary Funds

**Detail of Investment Holdings  
December 31, 2025**

**By Sector**

Security Description	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
							Book Value					
CAPITAL ONE Cash	0.00%	1/1/2026	4/30/2016	N/A	8,071,368.62	8,071,368.62	8,071,368.62	100.00	8,071,368.62	0.03	0.00%	
Prosperity Bank Cash	0.40%	1/1/2026	6/8/2020	N/A	419,147.87	419,147.87	419,147.87	100.00	419,147.87	0.03	0.40%	
Texas Daily LGIP	3.82%	1/1/2026	1/6/2009	N/A	25,078,189.91	25,078,189.91	25,078,189.91	100.00	25,078,189.91	0.03	3.82%	
Texas Daily LGIP	3.98%	1/1/2026	2/27/2023	N/A	5,386,120.67	5,386,120.67	5,386,120.67	100.00	5,386,120.67	0.03	3.98%	
TexasCLASS LGIP	3.97%	1/1/2026	5/1/2018	N/A	10,578,555.81	10,578,555.81	10,578,555.81	100.00	10,578,555.81	0.03	3.97%	
TexasCLASS LGIP	3.74%	1/1/2026	1/29/2020	N/A	20,248,734.05	20,248,734.05	20,248,734.05	100.00	20,248,734.05	0.03	3.74%	
TexasFITLGIP	4.18%	1/1/2026	1/7/2020	N/A	43,421,644.01	43,421,644.01	43,421,644.01	100.00	43,421,644.01	0.03	4.18%	
TexasFIT LGIP	3.76%	1/1/2026	1/30/2020	N/A	4,873,768.06	4,873,768.06	4,873,768.06	100.00	4,873,768.06	0.03	3.76%	
American National Bank & T 3.75 10/3/2027	3.75%	10/3/2027	10/3/2025		5,775,165.89	5,775,165.89	5,775,165.89	100.00	5,775,165.89	21.02	3.75%	53,645.53
East West Bank 4.07 7/31/2026	4.07%	7/31/2026	7/31/2025		18,626,939.04	18,626,939.04	18,626,939.04	100.00	18,626,939.04	6.95	4.07%	322,607.26
TEXASTERM3	4.32%	1/1/2026	2/29/2016	N/A	8,500,000.00	8,500,000.00	8,500,000.00	100.00	8,500,000.00	0.03	4.32%	
TEXASTERM4	4.27%	1/1/2026	2/29/2016	N/A	8,500,000.00	8,500,000.00	8,500,000.00	100.00	8,500,000.00	0.03	4.27%	
FAMC 3.34 7/1/2026	3.34%	7/1/2027	9/20/2023		3,215,000.00	3,054,307.64	3,151,305.27	99.70	3,205,301.95	17.93	4.80%	53,690.50
FAMC 3.78 7/28/2027	3.78%	7/28/2028	7/28/2025		10,000,000.00	9,995,220.00	9,995,900.36	100.79	10,078,708.20	30.82	3.80%	160,650.00
FAMC 3.79 8/11/2027	3.79%	8/11/2028	7/11/2025		20,000,000.00	20,000,000.00	20,000,000.00	100.79	20,158,300.40	31.28	3.79%	294,777.78
FAMC 3.87 4/11/2027	3.87%	4/11/2028	4/11/2025		10,000,000.00	10,000,000.00	10,000,000.00	100.62	10,062,444.40	27.28	3.87%	86,000.00
FAMC 4.01 8/23/2027	4.01%	8/23/2028	5/23/2025		10,000,000.00	10,000,000.00	10,000,000.00	101.02	10,102,486.20	31.67	4.01%	142,577.78
FAMC 4.15 3/12/2029	4.15%	3/12/2029	3/26/2024		10,000,000.00	9,940,871.50	9,961,918.90	101.83	10,182,582.70	38.26	4.28%	125,652.78
FAMC 4.15 3/12/2029	4.15%	3/12/2029	3/27/2024		6,217,000.00	6,176,713.84	6,191,039.79	101.83	6,330,511.66	38.26	4.30%	78,118.33
FAMC 4.65 8/7/2025	4.65%	8/7/2026	8/7/2023		10,000,000.00	9,986,354.80	9,997,273.45	100.66	10,065,761.80	7.18	4.70%	186,000.00
FFCB 3.75 8/16/2027	3.75%	8/16/2027	8/16/2024		10,000,000.00	9,943,938.40	9,969,639.70	100.33	10,032,786.00	19.44	3.95%	140,625.00
FFCB 3.75 8/16/2027	3.75%	8/16/2027	8/20/2024		5,000,000.00	4,982,600.00	4,990,542.44	100.33	5,016,393.00	19.44	3.87%	70,312.50
FFCB 4 5/26/2025	4.00%	5/26/2026	5/26/2023		5,000,000.00	5,000,000.00	5,000,000.00	100.11	5,005,390.35	4.79	4.00%	19,444.44
FFCB 4 8/6/2027	4.00%	8/6/2027	8/16/2024		15,000,000.00	15,017,740.65	15,009,532.53	100.71	15,106,597.65	19.11	3.96%	241,666.67
FFCB 4 8/6/2027	4.00%	8/6/2027	8/20/2024		15,000,000.00	15,045,524.40	15,024,552.01	100.71	15,106,597.65	19.11	3.89%	241,666.67
FFCB 4.125 3/12/2029	4.13%	3/12/2029	3/12/2024		5,000,000.00	4,997,831.15	4,998,613.88	101.59	5,079,326.35	38.26	4.14%	62,447.92
FFCB 4.125 3/12/2029	4.13%	3/12/2029	3/26/2024		5,000,000.00	4,967,800.00	4,979,261.92	101.59	5,079,326.35	38.26	4.27%	62,447.92
FFCB 4.125 3/12/2029	4.13%	3/12/2029	3/26/2024		5,000,000.00	4,968,600.00	4,979,777.15	101.59	5,079,326.35	38.26	4.27%	62,447.92
FFCB 4.125 3/20/2029	4.13%	3/20/2029	3/20/2024		5,000,000.00	4,978,550.00	4,986,197.29	101.62	5,080,797.75	38.52	4.22%	57,864.58
FFCB 4.125 3/20/2029	4.13%	3/20/2029	3/20/2024		5,000,000.00	4,978,120.50	4,985,920.91	101.62	5,080,797.75	38.52	4.22%	57,864.58
FFCB 4.125 3/20/2029	4.13%	3/20/2029	3/26/2024		10,000,000.00	9,933,242.90	9,956,901.32	101.62	10,161,595.50	38.52	4.28%	115,729.17
FFCB 4.5 5/20/2026	4.50%	5/20/2027	9/9/2024		12,875,000.00	13,173,365.25	13,028,280.21	101.31	13,044,124.07	16.56	3.59%	65,984.38
FHLB 4.1 7/18/2030-27	4.10%	7/18/2030	7/18/2025	1/18/2028	10,000,000.00	10,000,000.00	10,000,000.00	101.00	10,100,109.40	54.43	4.10%	185,638.89
FHLB 4.125 9/10/2027	4.13%	9/10/2027	9/9/2024		7,780,000.00	7,902,356.06	7,848,992.74	101.04	7,860,625.46	20.26	3.57%	98,951.88
FHLB 4.125 9/10/2027	4.13%	9/10/2027	9/10/2024		5,000,000.00	5,078,635.00	5,044,380.30	101.04	5,051,815.85	20.26	3.57%	63,593.75
FHLB 4.5 3/9/2028	4.50%	3/9/2029	3/26/2024		10,000,000.00	10,101,500.30	10,065,310.31	102.86	10,286,122.40	38.16	4.27%	140,000.00
FHLB 4.75 4/9/2026	4.75%	4/9/2027	9/9/2024		5,000,000.00	5,143,236.90	5,070,554.06	101.68	5,084,104.10	15.21	3.58%	54,097.22
FNMA 1.875 9/24/2025	1.88%	9/24/2026	3/23/2021		30,000,000.00	31,438,232.90	30,190,953.85	98.78	29,632,916.10	8.75	0.98%	151,562.50
Municipal Bond	5.30%	6/1/2028	11/16/2023	6/1/2026	1,000,000.00	1,006,270.00	1,003,337.20	100.71	1,007,130.00	28.95	5.14%	4,416.67
Municipal Bond	1.10%	8/1/2027	8/8/2023		1,850,000.00	1,624,744.00	1,760,455.32	95.86	1,773,447.00	18.95	4.47%	8,486.88
Municipal Bond	5.00%	8/1/2028	8/26/2024		1,785,000.00	1,855,918.05	1,831,620.22	103.52	1,847,742.75	30.95	3.90%	37,187.50
Municipal Bond	7.00%	6/1/2027	6/27/2023		1,100,000.00	1,179,343.00	1,128,585.60	103.70	1,140,700.00	16.95	4.96%	6,416.67
Municipal Bond	2.85%	8/1/2026	3/16/2022		1,675,000.00	1,712,888.50	1,680,047.06	99.39	1,664,799.25	6.98	2.30%	19,869.69
Municipal Bond	5.75%	6/1/2027	5/23/2023		900,000.00	949,860.00	917,535.80	102.86	925,699.00	16.95	4.24%	4,312.50
Municipal Bond	4.02%	8/1/2028	5/1/2025		715,000.00	713,355.50	713,693.26	100.47	718,339.05	30.95	4.10%	11,976.25
Municipal Bond	4.01%	8/1/2028	5/1/2025		1,000,000.00	997,740.00	998,204.18	100.01	1,000,070.00	30.95	4.09%	16,725.00
Municipal Bond	1.61%	6/15/2028	2/26/2024		3,000,000.00	2,666,490.00	2,809,574.49	94.87	2,845,950.00	29.41	4.48%	2,152.00
Municipal Bond	5.00%	6/15/2026	3/16/2022		1,250,000.00	1,385,775.00	1,264,522.33	100.64	1,257,962.50	5.44	2.30%	2,777.78
Municipal Bond	5.10%	3/1/2029	3/11/2024		7,500,000.00	7,797,225.00	7,689,202.70	104.21	7,815,975.00	37.90	4.21%	127,500.00
Municipal Bond	1.11%	8/1/2027	6/27/2023		780,000.00	679,497.00	741,169.30	96.03	749,041.80	18.95	4.60%	3,617.25
Municipal Bond	6.00%	10/15/2028	8/6/2025		655,000.00	691,326.30	686,746.57	106.08	694,810.90	33.41	4.13%	8,296.67
Municipal Bond	4.17%	6/1/2028	8/7/2025		700,000.00	700,000.00	700,000.00	100.99	706,930.00	28.95	4.17%	2,431.92
Municipal Bond	4.83%	6/1/2028	8/15/2024		1,280,000.00	1,321,984.00	1,306,747.38	102.64	1,313,728.00	28.95	3.89%	5,152.00
Municipal Bond	4.89%	8/15/2028	12/7/2023		300,000.00	300,000.00	300,000.00	103.13	309,396.00	31.41	4.89%	5,538.60

**Detail of Investment Holdings**  
**December 31, 2025**

By Sector

Security Description	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
							Book Value					
Municipal Bond	4.90%	8/15/2027	12/7/2023		300,000.00	300,000.00	300,000.00	102.04	306,111.00	19.41	4.90%	5,549.93
Municipal Bond	1.22%	8/1/2026	4/24/2024		12,182,962.00	11,989,317.89	12,133,207.84	98.31	11,977,557.26	6.98	1.94%	61,727.01
Municipal Bond	1.22%	8/1/2026	4/24/2024		1,447,038.00	1,424,037.81	1,441,128.42	98.19	1,420,861.08	6.98	1.94%	7,331.66
Municipal Bond	3.69%	5/1/2028	10/21/2025		3,290,000.00	3,291,645.00	3,291,518.46	99.98	3,289,243.30	27.93	3.67%	23,605.75
Municipal Bond	3.00%	4/1/2029	12/9/2025		985,000.00	961,852.50	962,273.71	97.15	956,957.05	38.92	3.76%	7,387.50
Municipal Bond	4.40%	8/1/2029	8/5/2025		1,140,000.00	1,149,747.00	1,148,756.91	102.16	1,164,589.80	42.92	4.17%	20,342.67
Municipal Bond	4.00%	6/1/2028	12/10/2025		790,000.00	796,478.00	796,327.52	100.85	796,730.80	28.95	3.65%	1,843.33
Municipal Bond	0.91%	6/15/2026	3/16/2022		4,750,000.00	4,484,427.50	4,721,594.69	98.44	4,675,662.50	5.44	2.30%	1,923.22
Municipal Bond	4.28%	5/1/2028	5/1/2025		995,000.00	1,008,631.50	1,005,596.75	101.08	1,005,706.20	27.93	3.79%	7,094.35
Municipal Bond	4.71%	5/1/2028	8/15/2024		2,050,000.00	2,100,245.50	2,081,593.48	102.07	2,092,373.50	27.93	3.99%	16,095.92
Municipal Bond	3.94%	7/1/2028	12/19/2025		1,200,000.00	1,210,596.00	1,210,458.54	100.90	1,210,776.00	29.93	3.57%	23,622.00
Municipal Bond	1.52%	3/1/2027	3/23/2022		1,180,000.00	1,126,687.60	1,167,440.26	97.19	1,146,853.80	13.93	2.50%	5,986.53
Municipal Bond	3.61%	10/1/2028	11/6/2025		3,110,000.00	3,110,000.00	3,110,000.00	99.71	3,100,981.00	32.95	3.61%	17,152.51
Municipal Bond	3.87%	2/15/2028	7/29/2025		2,080,000.00	2,073,385.60	2,074,486.82	100.32	2,086,635.20	25.44	4.00%	30,393.88
Municipal Bond	4.00%	8/15/2027	8/12/2024		1,750,000.00	1,746,010.00	1,747,848.74	100.35	1,756,195.00	19.41	4.08%	26,444.44
Municipal Bond	2.04%	11/15/2028	3/11/2024		1,970,000.00	1,781,825.60	1,854,454.32	94.91	1,869,805.80	34.43	4.31%	5,127.58
Municipal Bond	3.50%	7/1/2027	5/19/2023		2,725,000.00	2,670,527.25	2,705,188.43	99.78	2,718,977.75	17.93	4.03%	47,673.88
Municipal Bond	2.28%	6/15/2026	3/16/2022		1,030,000.00	1,026,951.20	1,029,673.90	99.18	1,021,574.60	5.44	2.35%	1,042.36
Municipal Bond	3.00%	9/15/2027	9/9/2024		650,000.00	638,046.50	643,236.12	98.97	643,311.50	20.43	3.65%	5,741.67
Municipal Bond	1.71%	7/1/2027	5/23/2023		2,500,000.00	2,241,800.00	2,405,843.07	96.79	2,419,850.00	17.93	4.49%	21,312.50
Municipal Bond	1.71%	7/1/2027	5/25/2023		4,120,000.00	3,675,534.40	3,957,701.81	96.79	3,987,912.80	17.93	4.62%	35,123.00
Municipal Bond	1.71%	7/1/2027	8/8/2023		2,500,000.00	2,211,025.00	2,388,918.25	96.79	2,419,850.00	17.93	5.01%	21,312.50
Municipal Bond	5.00%	3/1/2026	6/9/2022		1,800,000.00	1,913,436.00	1,805,000.85	100.31	1,805,490.00	1.97	3.19%	30,000.00
Municipal Bond	4.00%	2/15/2026	5/31/2023		900,000.00	899,496.00	899,976.61	100.07	900,630.00	1.51	4.02%	13,600.00
Municipal Bond	3.74%	8/15/2027	6/27/2023		1,000,000.00	968,340.00	987,587.60	100.08	1,000,750.00	19.41	4.59%	14,144.00
Municipal Bond	5.00%	4/1/2028	9/9/2025		750,000.00	774,892.50	771,884.10	102.77	770,737.50	26.95	3.63%	9,375.00
Municipal Bond	2.32%	7/1/2026	2/18/2022		2,005,000.00	2,033,110.10	2,008,209.56	99.19	1,988,779.50	5.97	1.98%	23,217.90
Municipal Bond	3.20%	7/1/2026	3/18/2022		2,750,000.00	2,827,687.50	2,759,028.82	99.70	2,741,640.00	5.97	2.50%	44,000.00
Municipal Bond	1.76%	8/15/2026	6/13/2022		1,740,000.00	1,646,040.00	1,726,004.65	98.61	1,715,796.60	7.44	3.15%	11,588.79
Municipal Bond	1.53%	8/1/2027	6/27/2023		750,000.00	665,055.00	717,180.34	96.35	722,595.00	18.95	4.60%	4,793.75
Municipal Bond	2.95%	9/1/2028	8/15/2025		11,440,000.00	11,153,656.80	11,189,160.27	98.01	11,212,801.60	31.97	3.83%	112,569.60
Municipal Bond	3.48%	9/1/2027	9/9/2024		1,250,000.00	1,242,950.00	1,246,050.18	99.43	1,242,812.50	19.97	3.68%	14,500.00
Municipal Bond	1.93%	6/1/2026	6/13/2022		1,605,000.00	1,527,767.40	1,596,898.31	99.11	1,590,731.55	4.98	3.23%	2,581.37
Municipal Bond	3.58%	9/1/2028	3/12/2024		1,000,000.00	971,710.00	983,119.49	99.67	996,670.00	31.97	4.28%	11,933.33
Municipal Bond	1.80%	4/1/2027	6/23/2023		750,000.00	676,822.50	725,784.51	97.28	729,577.50	14.95	4.65%	3,378.75
Municipal Bond	1.80%	4/1/2027	8/8/2023		3,395,000.00	3,059,641.90	3,280,192.72	97.28	3,302,554.15	14.95	4.79%	15,294.48
Municipal Bond	1.10%	6/15/2026	2/18/2022		5,000,000.00	4,820,450.00	4,981,111.98	98.56	4,928,100.00	5.44	1.97%	2,448.89
Municipal Bond	2.25%	10/1/2026	6/10/2022		1,500,000.00	1,443,090.00	1,490,093.18	98.81	1,482,135.00	8.98	3.20%	8,441.25
Municipal Bond	1.47%	12/1/2028	3/11/2024		805,000.00	709,792.65	746,198.71	93.64	753,826.15	34.95	4.26%	984.78
Municipal Bond	4.42%	7/1/2028	5/13/2025		2,500,000.00	2,500,000.00	2,500,000.00	101.89	2,547,225.00	29.93	4.42%	70,030.83
Municipal Bond	4.42%	7/1/2028	5/13/2025		5,250,000.00	5,338,830.00	5,320,831.26	101.89	5,349,172.50	29.93	3.84%	147,064.75
Municipal Bond	3.95%	6/15/2028	8/27/2025		3,000,000.00	3,000,000.00	3,000,000.00	100.23	3,006,960.00	29.41	3.95%	5,266.67
Municipal Bond	4.07%	6/15/2029	8/27/2025		2,750,000.00	2,750,000.00	2,750,000.00	100.54	2,764,767.50	41.38	4.07%	4,968.33
Municipal Bond	3.68%	7/15/2027	8/8/2023		2,500,000.00	2,419,475.00	2,468,563.31	99.85	2,496,275.00	18.39	4.58%	42,422.22
Municipal Bond	3.67%	1/15/2026	3/30/2023		2,500,000.00	2,458,525.00	2,499,391.27	99.97	2,499,300.00	0.49	4.31%	42,306.94
Municipal Bond	2.64%	7/1/2026	3/8/2022		1,750,000.00	1,806,962.50	1,756,578.16	99.35	1,738,625.00	5.97	1.85%	23,091.25
Municipal Bond	1.86%	8/1/2028	7/24/2025		1,250,000.00	1,174,925.00	1,185,805.43	95.51	1,193,837.50	30.95	3.99%	9,687.50
Municipal Bond	1.25%	7/1/2027	6/27/2023		1,125,000.00	987,918.75	1,073,816.76	95.89	1,078,807.50	17.93	4.61%	7,031.25
Municipal Bond	1.50%	7/1/2028	8/15/2024		5,000,000.00	4,554,350.00	4,712,656.46	94.02	4,700,800.00	29.93	4.00%	37,500.00
Municipal Bond	4.25%	6/1/2028	6/29/2023		1,010,000.00	1,001,344.30	1,005,751.54	100.45	1,014,555.10	28.95	4.45%	3,577.08
Municipal Bond	2.45%	5/1/2027	6/27/2023	5/1/2026	5,000,000.00	4,622,950.00	4,869,482.69	98.22	4,910,800.00	15.93	4.61%	20,416.67
Municipal Bond	2.45%	5/1/2027	8/7/2023	5/1/2026	2,700,000.00	2,479,977.00	2,621,547.19	98.22	2,651,832.00	15.93	4.86%	11,025.00
Municipal Bond	3.17%	8/1/2026	2/24/2022		2,550,000.00	2,675,128.50	2,566,462.24	99.59	2,539,443.00	6.98	2.01%	33,681.25
Municipal Bond	3.25%	4/1/2026	3/23/2022		2,000,000.00	2,049,300.00	2,003,051.90	99.79	1,995,860.00	2.98	2.60%	16,250.00

**Detail of Investment Holdings**  
**December 31, 2025**

By Sector

Security Description	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
							Book Value					
Municipal Bond	2.00%	8/1/2027	6/27/2023		465,000.00	419,462.55	447,405.99	97.17	451,821.90	18.95	4.65%	3,871.12
Municipal Bond	3.38%	7/1/2027	8/20/2024		545,000.00	532,775.65	538,601.23	99.38	541,610.10	17.93	4.22%	9,210.50
Municipal Bond	3.45%	2/1/2029	3/11/2024		5,000,000.00	4,814,450.00	4,882,941.61	98.98	4,949,200.00	36.98	4.30%	71,875.00
Municipal Bond	3.48%	8/1/2026	8/23/2024		890,000.00	901,298.57	893,399.15	99.77	887,988.60	6.98	2.80%	12,905.00
Municipal Bond	3.48%	8/1/2026	8/23/2024		110,000.00	111,396.45	110,420.12	99.77	109,751.40	6.98	2.80%	1,595.00
Municipal Bond	3.67%	4/1/2026	6/13/2022		1,150,000.00	1,171,620.00	1,151,417.45	99.94	1,149,264.00	2.98	3.14%	10,554.12
Municipal Bond	2.21%	4/1/2027	6/27/2023		555,000.00	512,031.90	540,739.84	98.01	543,966.60	14.95	4.47%	3,067.76
Municipal Bond	5.47%	6/15/2027	6/27/2023		1,300,000.00	1,338,038.00	1,313,939.39	102.23	1,329,042.00	17.41	4.66%	3,161.60
Municipal Bond	1.42%	5/1/2027	6/27/2023		3,000,000.00	2,677,320.00	2,888,303.08	96.74	2,902,050.00	15.93	4.50%	7,090.00
Municipal Bond	0.00%	6/1/2026	3/24/2022		2,750,000.00	2,471,177.50	2,722,299.99	98.14	2,698,822.50	4.98	2.57%	-
Municipal Bond	2.28%	3/1/2026	2/17/2022		4,380,000.00	4,428,705.60	4,381,983.94	99.59	4,361,910.60	1.97	1.99%	33,215.00
Municipal Bond	1.46%	5/1/2027	6/27/2023		725,000.00	643,807.25	696,894.82	96.78	701,640.50	15.93	4.68%	1,769.00
Municipal Bond	3.13%	5/15/2029	11/19/2025		625,000.00	612,862.50	613,262.95	97.99	612,418.75	40.36	3.73%	2,496.46
Municipal Bond	2.40%	8/1/2026	2/17/2022		3,270,000.00	3,322,810.50	3,276,917.98	99.12	3,241,224.00	6.98	2.02%	32,672.75
Municipal Bond	1.10%	3/1/2027	2/24/2022		1,600,000.00	1,525,472.00	1,582,701.04	96.58	1,545,248.00	13.93	2.08%	5,877.33
Municipal Bond	1.46%	6/1/2027	6/30/2023		600,000.00	524,550.00	572,760.02	96.45	578,682.00	16.95	5.04%	730.50
Municipal Bond	3.18%	8/1/2026	3/23/2022		2,205,000.00	2,240,897.40	2,209,802.86	99.51	2,194,195.50	6.98	2.78%	29,179.50
Municipal Bond	0.00%	8/1/2028	8/15/2024		1,365,000.00	1,162,734.30	1,233,045.04	90.25	1,231,898.85	30.95	4.09%	-
Municipal Bond	2.35%	6/1/2026	6/10/2022		2,240,000.00	2,169,350.40	2,232,604.17	99.29	2,224,140.80	4.98	3.20%	4,384.80
Municipal Bond	1.24%	3/1/2027	6/27/2023		700,000.00	620,158.00	674,733.54	96.92	678,426.00	13.93	4.65%	2,884.00
Municipal Bond	4.88%	9/1/2030	12/10/2025		5,000,000.00	5,221,350.00	5,218,656.87	104.45	5,222,500.00	55.90	3.84%	81,250.00
Municipal Bond	4.88%	9/1/2030	12/10/2025		2,500,000.00	2,610,675.00	2,609,328.43	104.45	2,611,250.00	55.90	3.84%	40,625.00
Municipal Bond	3.15%	6/1/2026	6/22/2022		3,000,000.00	3,000,270.00	3,000,028.50	99.70	2,990,910.00	4.98	3.15%	7,875.00
Municipal Bond	1.19%	7/1/2026	6/14/2022		3,445,000.00	3,157,859.25	3,409,641.67	98.51	3,393,635.05	5.97	3.41%	20,411.62
Municipal Bond	1.36%	5/15/2027	8/7/2023		1,645,000.00	1,461,960.85	1,578,536.98	96.89	1,593,856.95	16.39	4.60%	2,848.13
Municipal Bond	4.07%	10/1/2028	7/31/2025		1,250,000.00	1,250,000.00	1,250,000.00	101.23	1,265,425.00	32.95	4.07%	12,706.25
Municipal Bond	4.18%	10/1/2029	7/31/2025		1,250,000.00	1,250,000.00	1,250,000.00	101.83	1,272,862.50	44.92	4.18%	13,056.25
Municipal Bond	4.18%	10/1/2029	7/31/2025		1,250,000.00	1,257,687.50	1,256,915.22	101.83	1,272,862.50	44.92	4.02%	13,056.25
Municipal Bond	4.00%	11/1/2028	3/11/2024		985,000.00	974,490.05	978,580.01	100.62	991,067.60	33.97	4.26%	6,566.67
Municipal Bond	4.55%	5/1/2028	5/22/2025		9,000,000.00	9,164,160.00	9,130,106.34	101.82	9,163,890.00	27.93	3.87%	273,000.00
Municipal Bond	4.20%	5/1/2026	5/25/2023		2,980,000.00	2,986,436.80	2,980,726.54	100.17	2,985,066.00	3.97	4.11%	20,860.00
Municipal Bond	4.63%	8/1/2027	8/1/2023		3,295,000.00	3,315,593.75	3,303,147.29	101.32	3,338,461.05	18.95	4.45%	63,497.40
Municipal Bond	4.00%	9/15/2027	9/9/2024		1,120,000.00	1,131,760.00	1,126,654.39	100.57	1,126,417.60	20.43	3.63%	13,191.11
Municipal Bond	1.51%	5/15/2028	5/18/2023		2,160,000.00	1,916,524.80	2,044,402.67	95.23	2,056,968.00	28.39	4.02%	4,153.80
Municipal Bond	1.41%	2/1/2027	6/27/2023		2,000,000.00	1,796,960.00	1,938,701.99	97.30	1,946,040.00	13.02	4.50%	11,766.67
Municipal Bond	4.00%	8/15/2028	8/27/2024		2,535,000.00	2,549,753.70	2,544,754.34	100.69	2,552,440.80	31.41	3.84%	38,306.67
Municipal Bond	3.24%	4/1/2027	8/20/2024		1,040,000.00	1,018,160.00	1,029,560.75	99.19	1,031,586.40	14.95	4.09%	8,411.00
Municipal Bond	1.32%	5/15/2027	5/18/2023		2,500,000.00	2,256,150.00	2,416,375.17	96.75	2,418,850.00	16.39	3.98%	4,203.89
Municipal Bond	1.25%	5/1/2028	3/19/2024		3,810,000.00	3,355,848.00	3,552,727.72	94.34	3,594,430.20	27.93	4.45%	7,943.85
Municipal Bond	5.40%	6/15/2027	8/8/2023		4,840,000.00	4,955,579.20	4,883,619.44	102.24	4,948,609.60	17.41	4.71%	11,616.00
Treasury Note	0.50%	2/28/2026	3/23/2021		30,000,000.00	29,479,687.50	29,982,973.69	99.47	29,840,859.30	1.93	0.86%	50,552.49
					<b>681,206,633.93</b>	<b>676,351,013.69</b>	<b>679,312,204.08</b>		<b>681,319,894.36</b>	<b>17.11</b>	<b>3.57%</b>	<b>5,796,366.64</b>

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

**Detail of Investment Holdings  
December 31, 2025**

**By Maturity**

Security Description	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
CAPITAL ONE Cash	0.00%	1/1/2026	4/30/2016	N/A	8,071,368.62	8,071,368.62	8,071,368.62	100.00	8,071,368.62	0.03	0.00%	
Prosperity Bank Cash	0.40%	1/1/2026	6/8/2020	N/A	419,147.87	419,147.87	419,147.87	100.00	419,147.87	0.03	0.40%	
Texas Daily LGIP	3.82%	1/1/2026	1/6/2009	N/A	25,078,189.91	25,078,189.91	25,078,189.91	100.00	25,078,189.91	0.03	3.82%	
Texas Daily LGIP	3.98%	1/1/2026	2/27/2023	N/A	5,386,120.67	5,386,120.67	5,386,120.67	100.00	5,386,120.67	0.03	3.98%	
Texas Term3 LGIP	4.32%	1/1/2026	2/29/2016	N/A	8,500,000.00	8,500,000.00	8,500,000.00	100.00	8,500,000.00	0.03	4.32%	
Texas Term4 LGIP	4.27%	1/1/2026	2/29/2016	N/A	8,500,000.00	8,500,000.00	8,500,000.00	100.00	8,500,000.00	0.03	4.27%	
TexasCLASS LGIP	3.97%	1/1/2026	5/1/2018	N/A	10,578,555.81	10,578,555.81	10,578,555.81	100.00	10,578,555.81	0.03	3.97%	
TexasCLASS LGIP	3.74%	1/1/2026	1/29/2020	N/A	20,248,734.05	20,248,734.05	20,248,734.05	100.00	20,248,734.05	0.03	3.74%	
TexasFITLGIP	4.18%	1/1/2026	1/7/2020	N/A	43,421,644.01	43,421,644.01	43,421,644.01	100.00	43,421,644.01	0.03	4.18%	
TexasFIT LGIP	3.76%	1/1/2026	1/30/2020	N/A	4,873,768.06	4,873,768.06	4,873,768.06	100.00	4,873,768.06	0.03	3.76%	
Municipal Bond	3.67%	1/15/2026	3/30/2023		2,500,000.00	2,458,525.00	2,499,391.27	99.97	2,499,300.00	0.49	4.31%	42,306.94
Municipal Bond	4.00%	2/15/2026	5/31/2023		900,000.00	899,496.00	899,976.61	100.07	900,630.00	1.51	4.02%	13,600.00
Treasury Note	0.50%	2/28/2026	3/23/2021		30,000,000.00	29,479,687.50	29,982,973.69	99.47	29,840,859.30	1.93	0.86%	50,552.49
Municipal Bond	5.00%	3/1/2026	6/9/2022		1,800,000.00	1,913,436.00	1,805,000.85	100.31	1,805,490.00	1.97	3.19%	30,000.00
Municipal Bond	2.28%	3/1/2026	2/17/2022		4,380,000.00	4,428,705.60	4,381,983.94	99.59	4,361,910.60	1.97	1.99%	33,215.00
Municipal Bond	3.25%	4/1/2026	3/23/2022		2,000,000.00	2,049,300.00	2,003,051.90	99.79	1,995,860.00	2.98	2.60%	16,250.00
Municipal Bond	3.67%	4/1/2026	6/13/2022		1,150,000.00	1,171,620.00	1,151,417.45	99.94	1,149,264.00	2.98	3.14%	10,554.12
Municipal Bond	4.20%	5/1/2026	5/25/2023		2,980,000.00	2,986,436.80	2,980,726.54	100.17	2,985,066.00	3.97	4.11%	20,860.00
FFCB 4 5/26/2025	4.00%	5/26/2026	5/26/2023		5,000,000.00	5,000,000.00	5,000,000.00	100.11	5,005,390.35	4.79	4.00%	19,444.44
Municipal Bond	1.93%	6/1/2026	6/13/2022		1,605,000.00	1,527,767.40	1,596,898.31	99.11	1,590,731.55	4.98	3.23%	2,581.37
Municipal Bond	0.00%	6/1/2026	3/24/2022		2,750,000.00	2,471,177.50	2,722,299.99	98.14	2,698,822.50	4.98	2.57%	-
Municipal Bond	2.35%	6/1/2026	6/10/2022		2,240,000.00	2,169,350.40	2,232,604.17	99.29	2,224,140.80	4.98	3.20%	4,384.80
Municipal Bond	3.15%	6/1/2026	6/22/2022		3,000,000.00	3,000,270.00	3,000,028.50	99.70	2,990,910.00	4.98	3.15%	7,875.00
Municipal Bond	5.00%	6/15/2026	3/16/2022		1,250,000.00	1,385,775.00	1,264,522.33	100.64	1,257,962.50	5.44	2.30%	2,777.78
Municipal Bond	0.91%	6/15/2026	3/16/2022		4,750,000.00	4,484,427.50	4,721,594.69	98.44	4,675,662.50	5.44	2.30%	1,923.22
Municipal Bond	2.28%	6/15/2026	3/16/2022		1,030,000.00	1,026,687.50	1,029,673.90	99.18	1,021,574.60	5.44	2.35%	1,042.36
Municipal Bond	1.10%	6/15/2026	2/18/2022		5,000,000.00	4,820,450.00	4,981,111.98	98.56	4,928,100.00	5.44	1.97%	2,448.89
Municipal Bond	2.32%	7/1/2026	2/18/2022		2,005,000.00	2,033,110.10	2,008,209.56	99.19	1,988,779.55	5.97	1.98%	23,217.90
Municipal Bond	3.20%	7/1/2026	3/18/2022		2,750,000.00	2,827,687.50	2,759,028.82	99.70	2,741,640.00	5.97	2.50%	44,000.00
Municipal Bond	2.64%	7/1/2026	3/8/2022		1,750,000.00	1,806,962.50	1,756,578.16	99.35	1,738,625.00	5.97	1.85%	23,091.25
Municipal Bond	1.19%	7/1/2026	6/14/2022		3,445,000.00	3,157,859.25	3,409,641.67	98.51	3,393,635.05	5.97	3.41%	20,411.62
East West Bank 4.07 7/31/2025	4.07%	7/31/2026	7/31/2025		18,626,939.04	18,626,939.04	18,626,939.04	100.00	18,626,939.04	6.95	4.07%	322,607.26
Municipal Bond	2.85%	8/1/2026	3/16/2022		1,675,000.00	1,712,888.50	1,680,047.06	99.39	1,664,799.25	6.98	2.30%	19,869.69
Municipal Bond	1.22%	8/1/2026	4/24/2024		12,182,962.00	11,989,317.89	12,133,207.84	98.31	11,977,557.26	6.98	1.94%	61,727.01
Municipal Bond	1.22%	8/1/2026	4/24/2024		1,447,038.00	1,424,037.81	1,441,128.42	98.19	1,420,861.08	6.98	1.94%	7,331.66
Municipal Bond	3.17%	8/1/2026	2/24/2022		2,550,000.00	2,675,128.50	2,566,462.24	99.59	2,539,443.00	6.98	2.01%	33,681.25
Municipal Bond	3.48%	8/1/2026	8/23/2024		890,000.00	901,298.57	893,399.15	99.77	887,988.60	6.98	2.80%	12,905.00
Municipal Bond	3.48%	8/1/2026	8/23/2024		110,000.00	111,396.45	110,420.12	99.77	109,751.40	6.98	2.80%	1,595.00
Municipal Bond	2.40%	8/1/2026	2/17/2022		3,270,000.00	3,322,810.50	3,276,917.98	99.12	3,241,224.00	6.98	2.02%	32,672.75
Municipal Bond	3.18%	8/1/2026	3/23/2022		2,205,000.00	2,240,897.40	2,209,802.86	99.51	2,194,195.50	6.98	2.78%	29,179.50
FAMC 4.65 8/7/2025	4.65%	8/7/2026	8/7/2023		10,000,000.00	9,986,354.80	9,997,273.45	100.66	10,065,761.80	7.18	4.70%	186,000.00
Municipal Bond	1.76%	8/15/2026	6/13/2022		1,740,000.00	1,646,040.00	1,726,004.65	98.61	1,715,796.60	7.44	3.15%	11,588.79
FNMA 1.875 9/24/2025	1.88%	9/24/2026	3/23/2021		30,000,000.00	31,438,232.90	30,190,953.85	98.78	29,632,916.10	8.75	0.98%	151,562.50
Municipal Bond	2.25%	10/1/2026	6/10/2022		1,500,000.00	1,443,090.00	1,490,093.18	98.81	1,482,135.00	8.98	3.20%	8,441.25
Municipal Bond	1.41%	2/1/2027	6/27/2023		2,000,000.00	1,796,960.00	1,938,701.99	97.30	1,946,040.00	13.02	4.50%	11,766.67
Municipal Bond	1.52%	3/1/2027	3/23/2022		1,180,000.00	1,126,687.60	1,167,440.26	97.19	1,146,853.80	13.93	2.50%	5,986.53
Municipal Bond	1.10%	3/1/2027	2/24/2022		1,600,000.00	1,525,472.00	1,582,701.04	96.58	1,545,248.00	13.93	2.08%	5,877.33
Municipal Bond	1.24%	3/1/2027	6/27/2023		700,000.00	620,158.00	674,733.54	96.92	678,426.00	13.93	4.65%	2,884.00
Municipal Bond	1.80%	4/1/2027	6/23/2023		750,000.00	676,822.50	725,784.51	97.28	729,577.50	14.95	4.65%	3,378.75
Municipal Bond	1.80%	4/1/2027	8/8/2023		3,395,000.00	3,059,641.90	3,280,192.72	97.28	3,302,554.15	14.95	4.79%	15,294.48
Municipal Bond	2.21%	4/1/2027	6/27/2023		555,000.00	512,031.90	540,739.84	98.01	543,966.60	14.95	4.47%	3,067.76
Municipal Bond	3.24%	4/1/2027	8/20/2024		1,040,000.00	1,018,160.00	1,029,560.75	99.19	1,031,586.40	14.95	4.09%	8,411.00
FHLB 4.75 4/9/2026	4.75%	4/9/2027	9/9/2024		5,000,000.00	5,143,236.90	5,070,554.06	101.68	5,084,104.10	15.21	3.58%	54,097.22
Municipal Bond	2.45%	5/1/2027	6/27/2023	5/1/2026	5,000,000.00	4,622,950.00	4,869,482.69	98.22	4,910,800.00	15.93	4.61%	20,416.67
Municipal Bond	2.45%	5/1/2027	8/7/2023	5/1/2026	2,700,000.00	2,479,977.00	2,621,547.19	98.22	2,651,832.00	15.93	4.86%	11,025.00
Municipal Bond	1.42%	5/1/2027	6/27/2023		3,000,000.00	2,677,320.00	2,888,303.08	96.74	2,902,050.00	15.93	4.50%	7,090.00

**Detail of Investment Holdings  
December 31, 2025**

**By Maturity**

Security Description	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	1.46%	5/1/2027	6/27/2023		725,000.00	643,807.25	696,894.82	96.78	701,640.50	15.93	4.68%	1,769.00
Municipal Bond	1.36%	5/15/2027	8/7/2023		1,645,000.00	1,461,960.85	1,578,536.98	96.89	1,593,856.95	16.39	4.60%	2,848.13
Municipal Bond	1.32%	5/15/2027	5/18/2023		2,500,000.00	2,256,150.00	2,416,375.17	96.75	2,418,850.00	16.39	3.98%	4,203.89
FFCB 4.5 5/20/2026	4.50%	5/20/2027	9/9/2024		12,875,000.00	13,173,365.25	13,028,280.21	101.31	13,044,124.07	16.56	3.59%	65,984.38
Municipal Bond	7.00%	6/1/2027	6/27/2023		1,100,000.00	1,179,343.00	1,128,585.60	103.70	1,140,700.00	16.95	4.96%	6,416.67
Municipal Bond	5.75%	6/1/2027	5/23/2023		900,000.00	949,860.00	917,535.80	102.86	925,695.00	16.95	4.24%	4,312.50
Municipal Bond	1.46%	6/1/2027	6/30/2023		600,000.00	524,550.00	572,760.02	96.45	578,682.00	16.95	5.04%	730.50
Municipal Bond	5.47%	6/15/2027	6/27/2023		1,300,000.00	1,338,038.00	1,313,939.39	102.23	1,329,042.00	17.41	4.66%	3,161.60
Municipal Bond	5.40%	6/15/2027	8/8/2023		4,840,000.00	4,955,579.20	4,883,619.44	102.24	4,948,609.60	17.41	4.71%	11,616.00
Municipal Bond	3.50%	7/1/2027	5/19/2023		2,725,000.00	2,670,527.25	2,705,188.43	99.78	2,718,977.75	17.93	4.03%	47,673.88
FAMC 3.34 7/1/2026	3.34%	7/1/2027	9/20/2023		3,215,000.00	3,054,307.64	3,151,305.27	99.70	3,205,301.95	17.93	4.80%	53,690.50
Municipal Bond	1.71%	7/1/2027	5/23/2023		2,500,000.00	2,241,800.00	2,405,843.07	96.79	2,419,850.00	17.93	4.49%	21,312.50
Municipal Bond	1.71%	7/1/2027	5/25/2023		4,120,000.00	3,675,534.40	3,957,701.81	96.79	3,987,912.80	17.93	4.62%	35,123.00
Municipal Bond	1.71%	7/1/2027	8/8/2023		2,500,000.00	2,211,025.00	2,388,918.25	96.79	2,419,850.00	17.93	5.01%	21,312.50
Municipal Bond	1.25%	7/1/2027	6/27/2023		1,125,000.00	987,918.75	1,073,816.76	95.89	1,078,807.50	17.93	4.61%	7,031.25
Municipal Bond	3.38%	7/1/2027	8/20/2024		545,000.00	532,775.65	538,601.23	99.38	541,610.10	17.93	4.22%	9,210.50
Municipal Bond	3.68%	7/15/2027	8/8/2023		2,500,000.00	2,419,475.00	2,468,563.31	99.85	2,496,275.00	18.39	4.58%	42,422.22
Municipal Bond	1.10%	8/1/2027	8/8/2023		1,850,000.00	1,624,744.00	1,760,455.32	95.86	1,773,447.00	18.95	4.47%	8,486.88
Municipal Bond	1.11%	8/1/2027	6/27/2023		780,000.00	679,497.00	741,169.30	96.03	749,041.80	18.95	4.60%	3,617.25
Municipal Bond	1.53%	8/1/2027	6/27/2023		750,000.00	665,055.00	717,180.34	96.35	722,595.00	18.95	4.60%	4,793.75
Municipal Bond	2.00%	8/1/2027	6/27/2023		465,000.00	419,462.55	447,405.99	97.17	451,821.90	18.95	4.65%	3,871.12
Municipal Bond	4.63%	8/1/2027	8/1/2023		3,295,000.00	3,315,593.75	3,303,147.29	101.32	3,338,461.05	18.95	4.45%	63,497.40
FFCB 4 8/6/2027	4.00%	8/6/2027	8/16/2024		15,000,000.00	15,017,740.65	15,009,532.53	100.71	15,106,597.65	19.11	3.96%	241,666.67
FFCB 4 8/6/2027	4.00%	8/6/2027	8/20/2024		15,000,000.00	15,045,524.40	15,024,552.01	100.71	15,106,597.65	19.11	3.89%	241,666.67
Municipal Bond	4.90%	8/15/2027	12/7/2023		300,000.00	300,000.00	300,000.00	102.04	306,111.00	19.41	4.90%	5,549.93
Municipal Bond	4.00%	8/15/2027	8/12/2024		1,750,000.00	1,746,010.00	1,747,848.74	100.35	1,756,195.00	19.41	4.08%	26,444.44
Municipal Bond	3.74%	8/15/2027	6/27/2023		1,000,000.00	968,340.00	987,587.60	100.08	1,000,750.00	19.41	4.59%	14,144.00
FFCB 3.75 8/16/2027	3.75%	8/16/2027	8/16/2024		10,000,000.00	9,943,938.40	9,969,639.70	100.33	10,032,786.00	19.44	3.95%	140,625.00
FFCB 3.75 8/16/2027	3.75%	8/16/2027	8/20/2024		5,000,000.00	4,982,600.00	4,990,542.44	100.33	5,016,393.00	19.44	3.87%	70,312.50
Municipal Bond	3.48%	9/1/2027	9/9/2024		1,250,000.00	1,242,950.00	1,246,050.18	99.43	1,242,812.50	19.97	3.68%	14,500.00
FHLB 4.125 9/10/2027	4.13%	9/10/2027	9/9/2024		7,780,000.00	7,902,356.06	7,848,992.74	101.04	7,860,625.46	20.26	3.57%	98,951.88
FHLB 4.125 9/10/2027	4.13%	9/10/2027	9/10/2024		5,000,000.00	5,078,635.00	5,044,380.30	101.04	5,051,815.85	20.26	3.57%	63,593.75
Municipal Bond	3.00%	9/15/2027	9/9/2024		650,000.00	638,046.50	643,236.12	98.97	643,311.50	20.43	3.65%	5,741.67
Municipal Bond	4.00%	9/15/2027	9/9/2024		1,120,000.00	1,131,760.00	1,126,654.39	100.57	1,126,417.60	20.43	3.63%	13,191.11
American National Bank & T 3.75 10/3/2026	3.75%	10/3/2027	10/3/2025		5,775,165.89	5,775,165.89	5,775,165.89	100.00	5,775,165.89	21.02	3.75%	53,645.53
Municipal Bond	3.87%	2/15/2028	7/29/2025		2,080,000.00	2,073,385.60	2,074,486.82	100.32	2,086,635.20	25.44	4.00%	30,393.88
Municipal Bond	5.00%	4/1/2028	9/9/2025		750,000.00	774,892.50	771,884.10	102.77	770,737.50	26.95	3.63%	9,375.00
FAMC 3.87 4/11/2027	3.87%	4/11/2028	4/11/2025		10,000,000.00	10,000,000.00	10,000,000.00	100.62	10,062,444.40	27.28	3.87%	86,000.00
Municipal Bond	3.69%	5/1/2028	10/21/2025		3,290,000.00	3,291,645.00	3,291,518.46	99.98	3,289,243.30	27.93	3.67%	23,605.75
Municipal Bond	4.28%	5/1/2028	5/1/2025		995,000.00	1,008,631.50	1,005,596.75	101.08	1,005,706.20	27.93	3.79%	7,094.35
Municipal Bond	4.71%	5/1/2028	8/15/2024		2,050,000.00	2,100,245.50	2,081,593.48	102.07	2,092,373.50	27.93	3.99%	16,095.92
Municipal Bond	4.55%	5/1/2028	5/22/2025		9,000,000.00	9,164,160.00	9,130,106.34	101.82	9,163,890.00	27.93	3.87%	273,000.00
Municipal Bond	1.25%	5/1/2028	3/19/2024		3,810,000.00	3,355,848.00	3,552,727.72	94.34	3,594,430.20	27.93	4.45%	7,943.85
Municipal Bond	1.51%	5/15/2028	5/18/2023		2,160,000.00	1,916,524.80	2,044,402.67	95.23	2,056,968.00	28.39	4.02%	4,153.80
Municipal Bond	5.30%	6/1/2028	11/16/2023	6/1/2026	1,000,000.00	1,006,270.00	1,003,337.20	100.71	1,007,130.00	28.95	5.14%	4,416.67
Municipal Bond	4.17%	6/1/2028	8/7/2025		700,000.00	700,000.00	700,000.00	100.99	706,930.00	28.95	4.17%	2,431.92
Municipal Bond	4.83%	6/1/2028	8/15/2024		1,280,000.00	1,321,984.00	1,306,747.38	102.64	1,313,728.00	28.95	3.89%	5,152.00
Municipal Bond	4.00%	6/1/2028	12/10/2025		790,000.00	796,478.00	796,327.52	100.85	796,730.80	28.95	3.65%	1,843.33
Municipal Bond	4.25%	6/1/2028	6/29/2023		1,010,000.00	1,001,344.30	1,005,751.54	100.45	1,014,555.10	28.95	4.45%	3,577.08
Municipal Bond	1.61%	6/15/2028	2/26/2024		3,000,000.00	2,666,490.00	2,809,574.49	94.87	2,845,950.00	29.41	4.48%	2,152.00
Municipal Bond	3.95%	6/15/2028	8/27/2025		3,000,000.00	3,000,000.00	3,000,000.00	100.23	3,006,960.00	29.41	3.95%	5,266.67
Municipal Bond	3.94%	7/1/2028	12/19/2025		1,200,000.00	1,210,596.00	1,210,458.54	100.90	1,210,776.00	29.93	3.57%	23,622.00
Municipal Bond	4.42%	7/1/2028	5/13/2025		2,500,000.00	2,500,000.00	2,500,000.00	101.89	2,547,225.00	29.93	4.42%	70,030.83
Municipal Bond	4.42%	7/1/2028	5/13/2025		5,250,000.00	5,338,830.00	5,320,831.26	101.89	5,349,172.50	29.93	3.84%	147,064.75
Municipal Bond	1.50%	7/1/2028	8/15/2024		5,000,000.00	4,554,350.00	4,712,656.46	94.02	4,700,800.00	29.93	4.00%	37,500.00
FAMC 3.78 7/28/2027	3.78%	7/28/2028	7/28/2025		10,000,000.00	9,995,220.00	9,995,900.36	100.79	10,078,708.20	30.82	3.80%	160,650.00

**Detail of Investment Holdings  
December 31, 2025**

**By Maturity**

Security Description	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	5.00%	8/1/2028	8/26/2024		1,785,000.00	1,855,918.05	1,831,620.22	103.52	1,847,742.75	30.95	3.90%	37,187.50
Municipal Bond	4.02%	8/1/2028	5/1/2025		715,000.00	713,355.50	713,693.26	100.47	718,339.05	30.95	4.10%	11,976.25
Municipal Bond	4.01%	8/1/2028	5/1/2025		1,000,000.00	997,740.00	998,204.18	100.01	1,000,070.00	30.95	4.09%	16,725.00
Municipal Bond	1.86%	8/1/2028	7/24/2025		1,250,000.00	1,174,925.00	1,185,805.43	95.51	1,193,837.50	30.95	3.99%	9,687.50
Municipal Bond	0.00%	8/1/2028	8/15/2024		1,365,000.00	1,162,734.30	1,233,045.04	90.25	1,231,898.85	30.95	4.09%	-
FAMC 3.79 8/11/2027	3.79%	8/11/2028	7/11/2025		20,000,000.00	20,000,000.00	20,000,000.00	100.79	20,158,300.40	31.28	3.79%	294,777.78
Municipal Bond	4.89%	8/15/2028	12/7/2023		300,000.00	300,000.00	300,000.00	103.13	309,396.00	31.41	4.89%	5,538.60
Municipal Bond	4.00%	8/15/2028	8/27/2024		2,535,000.00	2,549,753.70	2,544,754.34	100.69	2,552,440.80	31.41	3.84%	38,306.67
FAMC 4.01 8/23/2027	4.01%	8/23/2028	5/23/2025		10,000,000.00	10,000,000.00	10,000,000.00	101.02	10,102,486.20	31.67	4.01%	142,577.78
Municipal Bond	2.95%	9/1/2028	8/15/2025		11,440,000.00	11,153,656.80	11,189,160.27	98.01	11,212,801.60	31.97	3.83%	112,569.60
Municipal Bond	3.58%	9/1/2028	3/12/2024		1,000,000.00	971,710.00	983,119.49	99.67	996,670.00	31.97	4.28%	11,933.33
Municipal Bond	3.61%	10/1/2028	11/6/2025		3,110,000.00	3,110,000.00	3,110,000.00	99.71	3,100,981.00	32.95	3.61%	17,152.51
Municipal Bond	4.07%	10/1/2028	7/31/2025		1,250,000.00	1,250,000.00	1,250,000.00	101.23	1,265,425.00	32.95	4.07%	12,706.25
Municipal Bond	6.00%	10/15/2028	8/6/2025		655,000.00	691,326.30	686,746.57	106.08	694,810.90	33.41	4.13%	8,296.67
Municipal Bond	4.00%	11/1/2028	3/11/2024		985,000.00	974,490.05	978,580.01	100.62	991,067.60	33.97	4.26%	6,566.67
Municipal Bond	2.04%	11/15/2028	3/11/2024		1,970,000.00	1,781,825.60	1,854,454.32	94.91	1,869,805.80	34.43	4.31%	5,127.58
Municipal Bond	1.47%	12/1/2028	3/11/2024		805,000.00	709,792.65	746,198.71	93.64	753,826.15	34.95	4.26%	984.78
Municipal Bond	3.45%	2/1/2029	3/11/2024		5,000,000.00	4,814,450.00	4,882,941.61	98.98	4,949,200.00	36.98	4.30%	71,875.00
Municipal Bond	5.10%	3/1/2029	3/11/2024		7,500,000.00	7,797,225.00	7,689,202.70	104.21	7,815,975.00	37.90	4.21%	127,500.00
FHLB 4.5 3/9/2028	4.50%	3/9/2029	3/26/2024		10,000,000.00	10,101,500.30	10,065,310.31	102.86	10,286,122.40	38.16	4.27%	140,000.00
FAMC 4.15 3/12/2029	4.15%	3/12/2029	3/26/2024		10,000,000.00	9,940,871.50	9,961,918.90	101.83	10,182,582.70	38.26	4.28%	125,652.78
FAMC 4.15 3/12/2029	4.15%	3/12/2029	3/27/2024		6,217,000.00	6,176,713.84	6,191,039.79	101.83	6,330,511.66	38.26	4.30%	78,118.33
FFCB 4.125 3/12/2029	4.13%	3/12/2029	3/12/2024		5,000,000.00	4,997,831.15	4,998,613.88	101.59	5,079,326.35	38.26	4.14%	62,447.92
FFCB 4.125 3/12/2029	4.13%	3/12/2029	3/26/2024		5,000,000.00	4,967,800.00	4,979,261.92	101.59	5,079,326.35	38.26	4.27%	62,447.92
FFCB 4.125 3/12/2029	4.13%	3/12/2029	3/26/2024		5,000,000.00	4,968,600.00	4,979,777.15	101.59	5,079,326.35	38.26	4.27%	62,447.92
FFCB 4.125 3/20/2029	4.13%	3/20/2029	3/20/2024		5,000,000.00	4,978,550.00	4,986,197.29	101.62	5,080,797.75	38.52	4.22%	57,864.58
FFCB 4.125 3/20/2029	4.13%	3/20/2029	3/20/2024		5,000,000.00	4,978,120.50	4,985,920.91	101.62	5,080,797.75	38.52	4.22%	57,864.58
FFCB 4.125 3/20/2029	4.13%	3/20/2029	3/26/2024		10,000,000.00	9,933,242.90	9,956,901.32	101.62	10,161,595.50	38.52	4.28%	115,729.17
Municipal Bond	3.00%	4/1/2029	12/9/2025		985,000.00	961,852.50	962,273.71	97.15	956,957.05	38.92	3.76%	7,387.50
Municipal Bond	3.13%	5/15/2029	11/19/2025		625,000.00	612,862.50	613,262.95	97.99	612,418.75	40.36	3.73%	2,496.46
Municipal Bond	4.07%	6/15/2029	8/27/2025		2,750,000.00	2,750,000.00	2,750,000.00	100.54	2,764,767.50	41.38	4.07%	4,968.33
Municipal Bond	4.40%	8/1/2029	8/5/2025		1,140,000.00	1,149,747.00	1,148,756.91	102.16	1,164,589.80	42.92	4.17%	20,342.67
Municipal Bond	4.18%	10/1/2029	7/31/2025		1,250,000.00	1,250,000.00	1,250,000.00	101.83	1,272,862.50	44.92	4.18%	13,056.25
Municipal Bond	4.18%	10/1/2029	7/31/2025		1,250,000.00	1,257,687.50	1,256,915.22	101.83	1,272,862.50	44.92	4.02%	13,056.25
FHLB 4.1 7/18/2030-27	4.10%	7/18/2030	7/18/2025	1/18/2028	10,000,000.00	10,000,000.00	10,000,000.00	101.00	10,100,109.40	54.43	4.10%	185,638.89
Municipal Bond	4.88%	9/1/2030	12/10/2025		5,000,000.00	5,221,350.00	5,218,656.87	104.45	5,222,500.00	55.90	3.84%	81,250.00
Municipal Bond	4.88%	9/1/2030	12/10/2025		2,500,000.00	2,610,675.00	2,609,328.43	104.45	2,611,250.00	55.90	3.84%	40,625.00
<b>Total / Average</b>					<b>681,206,633.93</b>	<b>676,351,013.69</b>	<b>679,312,204.08</b>		<b>681,319,894.36</b>	<b>17.11</b>	<b>3.57%</b>	<b>5,796,366.64</b>

(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

**Adjusted Book Value Comparison**

Investment Description	Maturity Date	September 30, 2025				December 31, 2025			
		Par Value		Adjusted Book Value	Purchase/Adjustment	(Maturity/Call/Sale/Adjustment)	Par Value		Adjusted Book Value
		Beginning Face Amount/Shares	Ending Face Amount/Shares	Beginning BV	Ending BV	Ending Face Amount/Shares	Ending BV		
Cash	0.00%	1/1/2026	8,063,695.18	8,063,695.18	7,673.44	-	8,071,368.62	8,071,368.62	
Cash	0.40%	1/1/2026	348,213.45	348,213.45	70,934.42	-	419,147.87	419,147.87	
Compound CD	3.75%	10/3/2027	-	-	5,775,165.89	-	5,775,165.89	5,775,165.89	
Compound CD	0.00%	10/10/2025	5,215,547.81	5,215,547.81	-	(5,215,547.81)	-	-	
Compound CD	4.07%	7/31/2026	18,626,939.04	18,626,939.04	-	-	18,626,939.04	18,626,939.04	
Local Government Investment Pool	3.82%	1/1/2026	15,580,731.13	15,580,731.13	9,497,458.78	-	25,078,189.91	25,078,189.91	
Local Government Investment Pool	3.98%	1/1/2026	7,436,339.03	7,436,339.03	-	(2,050,218.36)	5,386,120.67	5,386,120.67	
Local Government Investment Pool	0.00%	1/1/2026	8,500,000.00	8,500,000.00	-	(8,500,000.00)	-	-	
Local Government Investment Pool	4.32%	1/1/2026	8,500,000.00	8,500,000.00	-	-	8,500,000.00	8,500,000.00	
Local Government Investment Pool	4.27%	1/1/2026	8,500,000.00	8,500,000.00	-	-	8,500,000.00	8,500,000.00	
Local Government Investment Pool	3.97%	1/1/2026	15,111,351.47	15,111,351.47	-	(4,532,795.66)	10,578,555.81	10,578,555.81	
Local Government Investment Pool	3.74%	1/1/2026	36,064,179.70	36,064,179.70	-	(15,815,445.65)	20,248,734.05	20,248,734.05	
Local Government Investment Pool	4.18%	1/1/2026	58,132,392.18	58,132,392.18	-	(14,710,748.17)	43,421,644.01	43,421,644.01	
Local Government Investment Pool	3.76%	1/1/2026	11,155,940.32	11,155,940.32	-	(6,282,172.26)	4,873,768.06	4,873,768.06	
Local Government Investment Pool	0.00%	1/1/2026	8,500,000.00	8,500,000.00	-	(8,500,000.00)	-	-	
FAMC Bond	4.80%	7/1/2027	3,215,000.00	3,140,592.45	10,712.82	-	3,215,000.00	3,151,305.27	
FAMC Bond	3.80%	7/28/2028	10,000,000.00	9,995,499.12	401.24	-	10,000,000.00	9,995,900.36	
FAMC Bond	3.79%	8/11/2028	20,000,000.00	20,000,000.00	-	-	20,000,000.00	20,000,000.00	
FAMC Bond	3.87%	4/11/2028	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00	
FAMC Bond	4.01%	8/23/2028	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00	
FAMC Bond	4.28%	3/12/2029	10,000,000.00	9,958,916.79	3,002.11	-	10,000,000.00	9,961,918.90	
FAMC Bond	4.30%	3/12/2029	6,217,000.00	6,188,993.22	2,046.57	-	6,217,000.00	6,191,039.79	
FAMC Bond	4.70%	8/7/2026	10,000,000.00	9,996,128.05	1,145.40	-	10,000,000.00	9,997,273.45	
FFCB Bond	3.95%	8/16/2027	10,000,000.00	9,964,929.50	4,710.20	-	10,000,000.00	9,969,639.70	
FFCB Bond	3.87%	8/16/2027	5,000,000.00	4,989,075.16	1,467.28	-	5,000,000.00	4,990,542.44	
FFCB Bond	4.00%	5/26/2026	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00	
FFCB Bond	3.96%	8/6/2027	15,000,000.00	15,011,036.81	-	(1,504.28)	15,000,000.00	15,009,532.53	
FFCB Bond	3.89%	8/6/2027	15,000,000.00	15,028,426.43	-	(3,874.42)	15,000,000.00	15,024,552.01	
FFCB Bond	4.14%	3/12/2029	5,000,000.00	4,998,504.61	109.27	-	5,000,000.00	4,998,613.88	
FFCB Bond	4.27%	3/12/2029	5,000,000.00	4,978,182.89	1,594.26	-	5,000,000.00	4,979,777.15	
FFCB Bond	4.27%	3/12/2029	5,000,000.00	4,977,627.04	1,634.88	-	5,000,000.00	4,979,261.92	
FFCB Bond	4.22%	3/20/2029	5,000,000.00	4,984,818.55	1,102.36	-	5,000,000.00	4,985,920.91	
FFCB Bond	4.22%	3/20/2029	5,000,000.00	4,985,116.57	1,080.72	-	5,000,000.00	4,986,197.29	
FFCB Bond	4.28%	3/20/2029	10,000,000.00	9,953,526.79	3,374.53	-	10,000,000.00	9,956,901.32	
FFCB Bond	3.59%	5/20/2027	12,875,000.00	13,056,204.53	-	(27,924.32)	12,875,000.00	13,028,280.21	
FHLB Bond	4.10%	7/18/2030	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00	
FHLB Bond	3.57%	9/10/2027	7,780,000.00	7,859,263.51	-	(10,270.77)	7,780,000.00	7,848,992.74	
FHLB Bond	3.57%	9/10/2027	5,000,000.00	5,050,987.08	-	(6,606.78)	5,000,000.00	5,044,380.30	
FHLB Bond	4.27%	3/9/2029	10,000,000.00	10,070,472.29	-	(5,161.98)	10,000,000.00	10,065,310.31	
FHLB Bond	3.58%	4/9/2027	5,000,000.00	5,084,543.22	-	(13,989.16)	5,000,000.00	5,070,554.06	
FNMA Bond	0.98%	9/24/2026	30,000,000.00	30,256,750.68	-	(65,796.83)	30,000,000.00	30,190,953.85	
Municipal Bond	5.14%	6/1/2028	1,000,000.00	1,003,684.90	-	(347.70)	1,000,000.00	1,003,337.20	
Municipal Bond	4.47%	8/1/2027	1,850,000.00	1,746,202.53	14,252.79	-	1,850,000.00	1,760,455.32	
Municipal Bond	3.90%	8/1/2028	1,785,000.00	1,836,163.72	-	(4,543.50)	1,785,000.00	1,831,620.22	
Municipal Bond	4.96%	6/1/2027	1,100,000.00	1,133,672.40	-	(5,086.80)	1,100,000.00	1,128,585.60	
Municipal Bond	2.30%	8/1/2026	1,675,000.00	1,682,227.01	-	(2,179.95)	1,675,000.00	1,680,047.06	
Municipal Bond	4.24%	6/1/2027	900,000.00	920,656.29	-	(3,120.49)	900,000.00	917,535.80	
Municipal Bond	4.10%	8/1/2028	715,000.00	713,565.91	127.35	-	715,000.00	713,693.26	
Municipal Bond	4.09%	8/1/2028	1,000,000.00	998,029.16	175.02	-	1,000,000.00	998,204.18	
Municipal Bond	4.48%	6/15/2028	3,000,000.00	2,790,043.67	19,530.82	-	3,000,000.00	2,809,574.49	
Municipal Bond	2.30%	6/15/2026	1,250,000.00	1,272,570.84	-	(8,048.51)	1,250,000.00	1,264,522.33	
Municipal Bond	4.21%	3/1/2029	7,500,000.00	7,704,260.35	-	(15,057.65)	7,500,000.00	7,689,202.70	
Municipal Bond	4.60%	8/1/2027	780,000.00	734,988.63	6,180.67	-	780,000.00	741,169.30	
Municipal Bond	4.13%	10/15/2028	655,000.00	689,612.80	-	(2,866.23)	655,000.00	686,746.57	

**Adjusted Book Value Comparison**

Investment Description	Maturity Date	September 30, 2025				December 31, 2025			
		Par Value	Adjusted Book Value	Purchase/Adjustment	(Maturity/Call/Sale/Adjustment)	Par Value	Adjusted Book Value		
Municipal Bond	4.17%	6/1/2028	700,000.00	700,000.00	-	-	-	700,000.00	700,000.00
Municipal Bond	3.89%	6/1/2028	1,280,000.00	1,309,534.20	-	(2,786.82)	-	1,280,000.00	1,306,747.38
Municipal Bond	4.89%	8/15/2028	300,000.00	300,000.00	-	-	-	300,000.00	300,000.00
Municipal Bond	4.90%	8/15/2027	300,000.00	300,000.00	-	-	-	300,000.00	300,000.00
Municipal Bond	1.94%	8/1/2026	12,182,962.00	12,111,717.79	21,490.05	-	-	12,182,962.00	12,133,207.84
Municipal Bond	1.94%	8/1/2026	1,447,038.00	1,438,575.93	2,552.49	-	-	1,447,038.00	1,441,128.42
Municipal Bond	3.67%	5/1/2028	-	-	3,291,518.46	-	-	3,290,000.00	3,291,518.46
Municipal Bond	3.76%	4/1/2029	-	-	962,273.71	-	-	985,000.00	962,273.71
Municipal Bond	4.17%	8/1/2029	1,140,000.00	1,149,372.37	-	(615.46)	-	1,140,000.00	1,148,756.91
Municipal Bond	3.65%	6/1/2028	-	-	796,327.52	-	-	790,000.00	796,327.52
Municipal Bond	2.30%	6/15/2026	4,750,000.00	4,705,851.99	15,742.70	-	-	4,750,000.00	4,721,594.69
Municipal Bond	3.79%	5/1/2028	995,000.00	1,006,741.00	-	(1,144.25)	-	995,000.00	1,005,596.75
Municipal Bond	3.99%	5/1/2028	2,125,000.00	2,161,285.65	-	(79,692.17)	-	2,050,000.00	2,081,593.48
Municipal Bond	3.57%	7/1/2028	-	-	1,210,458.54	-	-	1,200,000.00	1,210,458.54
Municipal Bond	2.50%	3/1/2027	1,180,000.00	1,164,721.45	2,718.81	-	-	1,180,000.00	1,167,440.26
Municipal Bond	3.61%	10/1/2028	-	-	3,110,000.00	-	-	3,110,000.00	3,110,000.00
Municipal Bond	4.00%	2/15/2028	2,080,000.00	2,073,833.19	653.63	-	-	2,080,000.00	2,074,486.82
Municipal Bond	4.08%	8/15/2027	1,750,000.00	1,747,514.43	334.31	-	-	1,750,000.00	1,747,848.74
Municipal Bond	4.31%	11/15/2028	1,970,000.00	1,844,330.31	10,124.01	-	-	1,970,000.00	1,854,454.32
Municipal Bond	4.03%	7/1/2027	2,725,000.00	2,701,856.32	3,332.11	-	-	2,725,000.00	2,705,188.43
Municipal Bond	2.35%	6/15/2026	1,030,000.00	1,029,493.18	180.72	-	-	1,030,000.00	1,029,673.90
Municipal Bond	3.65%	9/15/2027	650,000.00	642,237.28	998.84	-	-	650,000.00	643,236.12
Municipal Bond	4.49%	7/1/2027	2,500,000.00	2,390,006.80	15,836.27	-	-	2,500,000.00	2,405,843.07
Municipal Bond	4.62%	7/1/2027	4,120,000.00	3,930,404.86	27,296.95	-	-	4,120,000.00	3,957,701.81
Municipal Bond	5.01%	7/1/2027	2,500,000.00	2,370,235.40	18,682.85	-	-	2,500,000.00	2,388,918.25
Municipal Bond	3.19%	3/1/2026	1,800,000.00	1,812,668.83	-	(7,667.98)	-	1,800,000.00	1,805,000.85
Municipal Bond	4.02%	2/15/2026	900,000.00	899,929.82	46.79	-	-	900,000.00	899,976.61
Municipal Bond	0.00%	10/1/2025	2,000,000.00	1,999,922.82	-	(1,999,922.82)	-	-	-
Municipal Bond	4.59%	8/15/2027	1,000,000.00	985,658.65	1,928.95	-	-	1,000,000.00	987,587.60
Municipal Bond	3.63%	4/1/2028	750,000.00	774,333.42	-	(2,449.32)	-	750,000.00	771,884.10
Municipal Bond	1.98%	7/1/2026	2,005,000.00	2,009,831.97	-	(1,622.41)	-	2,005,000.00	2,008,209.56
Municipal Bond	2.50%	7/1/2026	2,750,000.00	2,763,592.83	-	(4,564.01)	-	2,750,000.00	2,759,028.82
Municipal Bond	3.15%	8/15/2026	1,740,000.00	1,720,332.52	5,672.13	-	-	1,740,000.00	1,726,004.65
Municipal Bond	4.60%	8/1/2027	750,000.00	711,956.45	5,223.89	-	-	750,000.00	717,180.34
Municipal Bond	3.83%	9/1/2028	11,440,000.00	11,165,491.29	23,668.98	-	-	11,440,000.00	11,189,160.27
Municipal Bond	3.68%	9/1/2027	1,250,000.00	1,245,453.50	596.68	-	-	1,250,000.00	1,246,050.18
Municipal Bond	3.23%	6/1/2026	1,605,000.00	1,591,994.65	4,903.66	-	-	1,605,000.00	1,596,898.31
Municipal Bond	4.28%	9/1/2028	1,000,000.00	981,526.66	1,592.83	-	-	1,000,000.00	983,119.49
Municipal Bond	4.65%	4/1/2027	750,000.00	720,898.93	4,885.58	-	-	750,000.00	725,784.51
Municipal Bond	4.79%	4/1/2027	3,395,000.00	3,257,029.85	23,162.87	-	-	3,395,000.00	3,280,192.72
Municipal Bond	1.97%	6/15/2026	5,000,000.00	4,970,643.92	10,468.06	-	-	5,000,000.00	4,981,111.98
Municipal Bond	3.20%	10/1/2026	1,500,000.00	1,486,766.80	3,326.38	-	-	1,500,000.00	1,490,093.18
Municipal Bond	4.26%	12/1/2028	805,000.00	741,123.92	5,074.79	-	-	805,000.00	746,198.71
Municipal Bond	4.42%	7/1/2028	2,500,000.00	2,500,000.00	-	-	-	2,500,000.00	2,500,000.00
Municipal Bond	3.84%	7/1/2028	5,250,000.00	5,327,968.69	-	(7,137.43)	-	5,250,000.00	5,320,831.26
Municipal Bond	3.95%	6/15/2028	3,000,000.00	3,000,000.00	-	-	-	3,000,000.00	3,000,000.00
Municipal Bond	4.07%	6/15/2029	2,750,000.00	2,750,000.00	-	-	-	2,750,000.00	2,750,000.00
Municipal Bond	4.58%	7/15/2027	2,500,000.00	2,463,407.92	5,155.39	-	-	2,500,000.00	2,468,563.31
Municipal Bond	4.31%	1/15/2026	2,500,000.00	2,495,657.71	3,733.56	-	-	2,500,000.00	2,499,391.27
Municipal Bond	1.85%	7/1/2026	1,750,000.00	1,759,903.38	-	(3,325.22)	-	1,750,000.00	1,756,578.16
Municipal Bond	3.99%	8/1/2028	1,250,000.00	1,179,549.18	6,256.25	-	-	1,250,000.00	1,185,805.43
Municipal Bond	4.61%	7/1/2027	1,125,000.00	1,065,208.25	8,608.51	-	-	1,125,000.00	1,073,816.76
Municipal Bond	4.00%	7/1/2028	5,000,000.00	4,683,701.80	28,954.66	-	-	5,000,000.00	4,712,656.46
Municipal Bond	4.45%	6/1/2028	1,010,000.00	1,005,308.89	442.65	-	-	1,010,000.00	1,005,751.54
Municipal Bond	4.61%	5/1/2027	5,000,000.00	4,844,775.71	24,706.98	-	-	5,000,000.00	4,869,482.69

### Adjusted Book Value Comparison

Investment Description	Maturity Date	September 30, 2025				December 31, 2025			
		Par Value	Adjusted Book Value	Purchase/Adjustment	(Maturity/Call/Sale/Adjustment)	Par Value	Adjusted Book Value		
Municipal Bond	4.86%	5/1/2027	2,700,000.00	2,606,696.04	14,851.15	-	2,700,000.00	2,621,547.19	
Municipal Bond	2.01%	8/1/2026	2,550,000.00	2,573,572.69	-	(7,110.45)	2,550,000.00	2,566,462.24	
Municipal Bond	2.60%	4/1/2026	2,000,000.00	2,006,137.35	-	(3,085.45)	2,000,000.00	2,003,051.90	
Municipal Bond	4.65%	8/1/2027	465,000.00	444,605.55	2,800.44	-	465,000.00	447,405.99	
Municipal Bond	4.22%	7/1/2027	545,000.00	537,525.01	1,076.22	-	545,000.00	538,601.23	
Municipal Bond	4.30%	2/1/2029	5,000,000.00	4,873,394.30	9,547.31	-	5,000,000.00	4,882,941.61	
Municipal Bond	2.80%	8/1/2026	890,000.00	894,867.32	-	(1,468.17)	890,000.00	893,399.15	
Municipal Bond	2.80%	8/1/2026	110,000.00	110,601.58	-	(181.46)	110,000.00	110,420.12	
Municipal Bond	3.14%	4/1/2026	1,150,000.00	1,152,850.48	-	(1,433.03)	1,150,000.00	1,151,417.45	
Municipal Bond	4.47%	4/1/2027	555,000.00	537,862.80	2,877.04	-	555,000.00	540,739.84	
Municipal Bond	4.66%	6/15/2027	1,300,000.00	1,316,354.50	-	(2,415.11)	1,300,000.00	1,313,939.39	
Municipal Bond	4.50%	5/1/2027	3,000,000.00	2,867,158.80	21,144.28	-	3,000,000.00	2,888,303.08	
Municipal Bond	2.57%	6/1/2026	2,750,000.00	2,705,534.19	16,765.80	-	2,750,000.00	2,722,299.99	
Municipal Bond	1.99%	3/1/2026	4,380,000.00	4,385,025.97	-	(3,042.03)	4,380,000.00	4,381,983.94	
Municipal Bond	4.68%	5/1/2027	725,000.00	691,574.49	5,320.33	-	725,000.00	696,894.82	
Municipal Bond	3.73%	5/15/2029	-	-	613,262.95	-	625,000.00	613,262.95	
Municipal Bond	2.02%	8/1/2026	3,270,000.00	3,279,906.03	-	(2,988.05)	3,270,000.00	3,276,917.98	
Municipal Bond	2.08%	3/1/2027	1,600,000.00	1,578,956.32	3,744.72	-	1,600,000.00	1,582,701.04	
Municipal Bond	5.04%	6/1/2027	600,000.00	567,912.67	4,847.35	-	600,000.00	572,760.02	
Municipal Bond	2.78%	8/1/2026	2,205,000.00	2,211,877.33	-	(2,074.47)	2,205,000.00	2,209,802.86	
Municipal Bond	4.09%	8/1/2028	1,365,000.00	1,220,185.03	12,860.01	-	1,365,000.00	1,233,045.04	
Municipal Bond	3.20%	6/1/2026	2,240,000.00	2,228,127.75	4,476.42	-	2,240,000.00	2,232,604.17	
Municipal Bond	4.65%	3/1/2027	700,000.00	669,264.10	5,469.44	-	700,000.00	674,733.54	
Municipal Bond	3.84%	9/1/2030	-	-	5,218,656.87	-	5,000,000.00	5,218,656.87	
Municipal Bond	3.84%	9/1/2030	-	-	2,609,328.43	-	2,500,000.00	2,609,328.43	
Municipal Bond	3.15%	6/1/2026	3,000,000.00	3,000,045.75	-	(17.25)	3,000,000.00	3,000,028.50	
Municipal Bond	0.00%	10/1/2028	920,000.00	889,086.34	-	(889,086.34)	-	-	
Municipal Bond	3.41%	7/1/2026	3,445,000.00	3,391,768.22	17,873.45	-	3,445,000.00	3,409,641.67	
Municipal Bond	4.60%	5/15/2027	1,645,000.00	1,566,307.79	12,229.19	-	1,645,000.00	1,578,536.98	
Municipal Bond	4.07%	10/1/2028	1,250,000.00	1,250,000.00	-	-	1,250,000.00	1,250,000.00	
Municipal Bond	4.18%	10/1/2029	1,250,000.00	1,250,000.00	-	-	1,250,000.00	1,250,000.00	
Municipal Bond	4.02%	10/1/2029	1,250,000.00	1,257,379.60	-	(464.38)	1,250,000.00	1,256,915.22	
Municipal Bond	4.26%	11/1/2028	985,000.00	978,009.89	570.12	-	985,000.00	978,580.01	
Municipal Bond	3.87%	5/1/2028	9,000,000.00	9,144,155.39	-	(14,049.05)	9,000,000.00	9,130,106.34	
Municipal Bond	4.11%	5/1/2026	2,980,000.00	2,981,278.95	-	(552.41)	2,980,000.00	2,980,726.54	
Municipal Bond	4.45%	8/1/2027	3,295,000.00	3,304,444.09	-	(1,296.80)	3,295,000.00	3,303,147.29	
Municipal Bond	3.63%	9/15/2027	1,120,000.00	1,127,637.06	-	(982.67)	1,120,000.00	1,126,654.39	
Municipal Bond	4.02%	5/15/2028	2,160,000.00	2,032,122.13	12,280.54	-	2,160,000.00	2,044,402.67	
Municipal Bond	4.50%	2/1/2027	2,000,000.00	1,924,496.91	14,205.08	-	2,000,000.00	1,938,701.99	
Municipal Bond	3.84%	8/15/2028	2,535,000.00	2,545,691.09	-	(936.75)	2,535,000.00	2,544,754.34	
Municipal Bond	4.09%	4/1/2027	1,040,000.00	1,027,454.59	2,106.16	-	1,040,000.00	1,029,560.75	
Municipal Bond	3.98%	5/15/2027	2,500,000.00	2,400,988.20	15,386.97	-	2,500,000.00	2,416,375.17	
Municipal Bond	4.45%	5/1/2028	3,810,000.00	3,524,947.15	27,780.57	-	3,810,000.00	3,552,727.72	
Municipal Bond	4.71%	6/15/2027	4,840,000.00	4,891,176.86	-	(7,557.42)	4,840,000.00	4,883,619.44	
Treasury Note	0.86%	2/28/2026	30,000,000.00	29,956,424.19	26,549.50	-	30,000,000.00	29,982,973.69	
			<b>\$ 716,957,329.31</b>	<b>\$ 714,386,357.82</b>	<b>\$ 33,758,822.72</b>	<b>\$ (68,832,976.46)</b>	<b>\$ 681,206,633.93</b>	<b>\$ 679,312,204.08</b>	

## Market Value Comparison

Investment Description	Yield	Maturity Date	September 30, 2025			December 31, 2025		
			Par Value	Market Value	Qtr to Qtr Change	Par Value	Market Value	
Cash	0.00%	1/1/2026	8,063,695.18	8,063,695.18	7,673.44	8,071,368.62	8,071,368.62	
Cash	0.40%	1/1/2026	348,213.45	348,213.45	70,934.42	419,147.87	419,147.87	
Compound CD	3.75%	10/3/2027	-	-	5,775,165.89	5,775,165.89	5,775,165.89	
Compound CD	0.00%	10/10/2025	5,215,547.81	5,215,547.81	(5,215,547.81)	-	-	
Compound CD	4.07%	7/31/2026	18,626,939.04	18,626,939.04	-	18,626,939.04	18,626,939.04	
Local Government Investment Pool	3.82%	1/1/2026	15,580,731.13	15,580,731.13	9,497,458.78	25,078,189.91	25,078,189.91	
Local Government Investment Pool	3.98%	1/1/2026	7,436,339.03	7,436,339.03	(2,050,218.36)	5,386,120.67	5,386,120.67	
Local Government Investment Pool	0.00%	1/1/2026	8,500,000.00	8,500,000.00	(8,500,000.00)	-	-	
Local Government Investment Pool	4.32%	1/1/2026	8,500,000.00	8,500,000.00	-	8,500,000.00	8,500,000.00	
Local Government Investment Pool	4.27%	1/1/2026	8,500,000.00	8,500,000.00	-	8,500,000.00	8,500,000.00	
Local Government Investment Pool	3.97%	1/1/2026	15,111,351.47	15,111,351.47	(4,532,795.66)	10,578,555.81	10,578,555.81	
Local Government Investment Pool	3.74%	1/1/2026	36,064,179.70	36,064,179.70	(15,815,445.65)	20,248,734.05	20,248,734.05	
Local Government Investment Pool	4.18%	1/1/2026	58,132,392.18	58,132,392.18	(14,710,748.17)	43,421,644.01	43,421,644.01	
Local Government Investment Pool	3.76%	1/1/2026	11,155,940.32	11,155,940.32	(6,282,172.26)	4,873,768.06	4,873,768.06	
Local Government Investment Pool	0.00%	1/1/2026	8,500,000.00	8,500,000.00	(8,500,000.00)	-	-	
FAMC Bond	4.80%	7/1/2027	3,215,000.00	3,195,969.03	9,332.92	3,215,000.00	3,205,301.95	
FAMC Bond	3.80%	7/28/2028	10,000,000.00	10,052,450.70	26,257.50	10,000,000.00	10,078,708.20	
FAMC Bond	3.79%	8/11/2028	20,000,000.00	20,169,238.00	(10,937.60)	20,000,000.00	20,158,300.40	
FAMC Bond	3.87%	4/11/2028	10,000,000.00	10,041,695.60	20,748.80	10,000,000.00	10,062,444.40	
FAMC Bond	4.01%	8/23/2028	10,000,000.00	10,085,127.50	17,358.70	10,000,000.00	10,102,486.20	
FAMC Bond	4.28%	3/12/2029	10,000,000.00	10,159,468.40	23,114.30	10,000,000.00	10,182,582.70	
FAMC Bond	4.30%	3/12/2029	6,217,000.00	6,316,141.50	14,370.16	6,217,000.00	6,330,511.66	
FAMC Bond	4.70%	8/7/2026	10,000,000.00	10,089,542.60	(23,780.80)	10,000,000.00	10,065,761.80	
FFCB Bond	3.95%	8/16/2027	10,000,000.00	10,011,270.50	21,515.50	10,000,000.00	10,032,786.00	
FFCB Bond	3.87%	8/16/2027	5,000,000.00	5,005,635.25	10,757.75	5,000,000.00	5,016,393.00	
FFCB Bond	4.00%	5/26/2026	5,000,000.00	5,005,363.20	27.15	5,000,000.00	5,005,390.35	
FFCB Bond	3.96%	8/6/2027	15,000,000.00	15,083,223.30	23,374.35	15,000,000.00	15,106,597.65	
FFCB Bond	3.89%	8/6/2027	15,000,000.00	15,083,223.30	23,374.35	15,000,000.00	15,106,597.65	
FFCB Bond	4.14%	3/12/2029	5,000,000.00	5,075,719.50	3,606.85	5,000,000.00	5,079,326.35	
FFCB Bond	4.27%	3/12/2029	5,000,000.00	5,075,719.50	3,606.85	5,000,000.00	5,079,326.35	
FFCB Bond	4.27%	3/12/2029	5,000,000.00	5,075,719.50	3,606.85	5,000,000.00	5,079,326.35	
FFCB Bond	4.22%	3/20/2029	5,000,000.00	5,088,009.70	(7,211.95)	5,000,000.00	5,080,797.75	
FFCB Bond	4.22%	3/20/2029	5,000,000.00	5,088,009.70	(7,211.95)	5,000,000.00	5,080,797.75	
FFCB Bond	4.28%	3/20/2029	10,000,000.00	10,176,019.40	(14,423.90)	10,000,000.00	10,161,595.50	
FFCB Bond	3.59%	5/20/2027	12,875,000.00	13,041,443.37	2,680.70	12,875,000.00	13,044,124.07	
FHLB Bond	4.10%	7/18/2030	10,000,000.00	10,070,631.00	29,478.40	10,000,000.00	10,100,109.40	
FHLB Bond	3.57%	9/10/2027	7,780,000.00	7,853,114.88	7,510.58	7,780,000.00	7,860,625.46	
FHLB Bond	3.57%	9/10/2027	5,000,000.00	5,046,989.00	4,826.85	5,000,000.00	5,051,815.85	
FHLB Bond	4.27%	3/9/2029	10,000,000.00	10,241,654.60	44,467.80	10,000,000.00	10,286,122.40	
FHLB Bond	3.58%	4/9/2027	5,000,000.00	5,081,639.80	2,464.30	5,000,000.00	5,084,104.10	
FNMA Bond	0.98%	9/24/2026	30,000,000.00	29,470,947.30	161,968.80	30,000,000.00	29,632,916.10	
Municipal Bond	5.14%	6/1/2028	1,000,000.00	1,009,890.00	(2,760.00)	1,000,000.00	1,007,130.00	
Municipal Bond	4.47%	8/1/2027	1,850,000.00	1,764,548.50	8,898.50	1,850,000.00	1,773,447.00	
Municipal Bond	3.90%	8/1/2028	1,785,000.00	1,842,459.15	5,283.60	1,785,000.00	1,847,742.75	
Municipal Bond	4.96%	6/1/2027	1,100,000.00	1,144,143.00	(3,443.00)	1,100,000.00	1,140,700.00	
Municipal Bond	2.30%	8/1/2026	1,675,000.00	1,663,526.25	1,273.00	1,675,000.00	1,664,799.25	
Municipal Bond	4.24%	6/1/2027	900,000.00	920,538.00	5,157.00	900,000.00	925,695.00	
Municipal Bond	4.10%	8/1/2028	716,186.90	716,186.90	2,152.15	715,000.00	718,339.05	
Municipal Bond	4.09%	8/1/2028	1,000,000.00	995,840.00	4,230.00	1,000,000.00	1,000,070.00	
Municipal Bond	4.48%	6/15/2028	3,000,000.00	2,828,310.00	17,640.00	3,000,000.00	2,845,950.00	
Municipal Bond	2.30%	6/15/2026	1,250,000.00	1,260,375.00	(2,412.50)	1,250,000.00	1,257,962.50	
Municipal Bond	4.21%	3/1/2029	7,500,000.00	7,768,275.00	47,700.00	7,500,000.00	7,815,975.00	
Municipal Bond	4.60%	8/1/2027	780,000.00	745,251.00	3,790.80	780,000.00	749,041.80	
Municipal Bond	4.13%	10/15/2028	655,000.00	695,354.55	(543.65)	655,000.00	694,810.90	

## Market Value Comparison

Investment Description	Yield	Maturity Date	September 30, 2025		Qtr to Qtr Change	December 31, 2025	
			Par Value	Market Value		Par Value	Market Value
Municipal Bond	4.17%	6/1/2028	700,000.00	706,370.00	560.00	700,000.00	706,930.00
Municipal Bond	3.89%	6/1/2028	1,280,000.00	1,311,936.00	1,792.00	1,280,000.00	1,313,728.00
Municipal Bond	4.89%	8/15/2028	300,000.00	308,994.00	402.00	300,000.00	309,396.00
Municipal Bond	4.90%	8/15/2027	300,000.00	306,402.00	(291.00)	300,000.00	306,111.00
Municipal Bond	1.94%	8/1/2026	12,182,962.00	11,922,733.93	54,823.33	12,182,962.00	11,977,557.26
Municipal Bond	1.94%	8/1/2026	1,447,038.00	1,414,407.29	6,453.79	1,447,038.00	1,420,861.08
Municipal Bond	3.67%	5/1/2028	-	-	3,289,243.30	3,290,000.00	3,289,243.30
Municipal Bond	3.76%	4/1/2029	-	-	956,957.05	985,000.00	956,957.05
Municipal Bond	4.17%	8/1/2029	1,140,000.00	1,159,516.80	5,073.00	1,140,000.00	1,164,589.80
Municipal Bond	3.65%	6/1/2028	-	-	796,730.80	790,000.00	796,730.80
Municipal Bond	2.30%	6/15/2026	4,750,000.00	4,653,100.00	22,562.50	4,750,000.00	4,675,662.50
Municipal Bond	3.79%	5/1/2028	995,000.00	1,003,676.40	2,029.80	995,000.00	1,005,706.20
Municipal Bond	3.99%	5/1/2028	2,125,000.00	2,165,906.25	(73,532.75)	2,050,000.00	2,092,373.50
Municipal Bond	3.57%	7/1/2028	-	-	1,210,776.00	1,200,000.00	1,210,776.00
Municipal Bond	2.50%	3/1/2027	1,180,000.00	1,143,396.40	3,457.40	1,180,000.00	1,146,853.80
Municipal Bond	3.61%	10/1/2028	-	-	3,100,981.00	3,110,000.00	3,100,981.00
Municipal Bond	4.00%	2/15/2028	2,080,000.00	2,082,184.00	4,451.20	2,080,000.00	2,086,635.20
Municipal Bond	4.08%	8/15/2027	1,750,000.00	1,755,127.50	1,067.50	1,750,000.00	1,756,195.00
Municipal Bond	4.31%	11/15/2028	1,970,000.00	1,865,471.80	4,334.00	1,970,000.00	1,869,805.80
Municipal Bond	4.03%	7/1/2027	2,725,000.00	2,712,982.75	5,995.00	2,725,000.00	2,718,977.75
Municipal Bond	2.35%	6/15/2026	1,030,000.00	1,019,020.20	2,554.40	1,030,000.00	1,021,574.60
Municipal Bond	3.65%	9/15/2027	650,000.00	641,413.50	1,898.00	650,000.00	643,311.50
Municipal Bond	4.49%	7/1/2027	2,500,000.00	2,407,050.00	12,800.00	2,500,000.00	2,419,850.00
Municipal Bond	4.62%	7/1/2027	4,120,000.00	3,966,818.40	21,094.40	4,120,000.00	3,987,912.80
Municipal Bond	5.01%	7/1/2027	2,500,000.00	2,407,050.00	12,800.00	2,500,000.00	2,419,850.00
Municipal Bond	3.19%	3/1/2026	1,800,000.00	1,809,324.00	(3,834.00)	1,800,000.00	1,805,490.00
Municipal Bond	4.02%	2/15/2026	900,000.00	901,233.00	(603.00)	900,000.00	900,630.00
Municipal Bond	0.00%	10/1/2025	2,000,000.00	2,000,000.00	(2,000,000.00)	-	-
Municipal Bond	4.59%	8/15/2027	1,000,000.00	999,110.00	1,640.00	1,000,000.00	1,000,750.00
Municipal Bond	3.63%	4/1/2028	750,000.00	770,182.50	555.00	750,000.00	770,737.50
Municipal Bond	1.98%	7/1/2026	2,005,000.00	1,984,669.30	4,110.25	2,005,000.00	1,988,779.55
Municipal Bond	2.50%	7/1/2026	2,750,000.00	2,739,907.50	1,732.50	2,750,000.00	2,741,640.00
Municipal Bond	3.15%	8/15/2026	1,740,000.00	1,712,247.00	3,549.60	1,740,000.00	1,715,796.60
Municipal Bond	4.60%	8/1/2027	750,000.00	719,182.50	3,412.50	750,000.00	722,595.00
Municipal Bond	3.83%	9/1/2028	11,440,000.00	11,148,737.60	64,064.00	11,440,000.00	11,212,801.60
Municipal Bond	3.68%	9/1/2027	1,250,000.00	1,240,000.00	2,812.50	1,250,000.00	1,242,812.50
Municipal Bond	3.23%	6/1/2026	1,605,000.00	1,586,028.90	4,702.65	1,605,000.00	1,590,731.55
Municipal Bond	4.28%	9/1/2028	1,000,000.00	992,970.00	3,700.00	1,000,000.00	996,670.00
Municipal Bond	4.65%	4/1/2027	750,000.00	727,282.50	2,295.00	750,000.00	729,577.50
Municipal Bond	4.79%	4/1/2027	3,395,000.00	3,292,165.45	10,388.70	3,395,000.00	3,302,554.15
Municipal Bond	1.97%	6/15/2026	5,000,000.00	4,906,150.00	21,950.00	5,000,000.00	4,928,100.00
Municipal Bond	3.20%	10/1/2026	1,500,000.00	1,479,165.00	2,970.00	1,500,000.00	1,482,135.00
Municipal Bond	4.26%	12/1/2028	805,000.00	748,062.35	5,763.80	805,000.00	753,826.15
Municipal Bond	4.42%	7/1/2028	2,500,000.00	2,538,950.00	8,275.00	2,500,000.00	2,547,225.00
Municipal Bond	3.84%	7/1/2028	5,250,000.00	5,331,795.00	17,377.50	5,250,000.00	5,349,172.50
Municipal Bond	3.95%	6/15/2028	3,000,000.00	2,994,900.00	12,060.00	3,000,000.00	3,006,960.00
Municipal Bond	4.07%	6/15/2029	2,750,000.00	2,748,982.50	15,785.00	2,750,000.00	2,764,767.50
Municipal Bond	4.58%	7/15/2027	2,500,000.00	2,497,975.00	(1,700.00)	2,500,000.00	2,496,275.00
Municipal Bond	4.31%	1/15/2026	2,500,000.00	2,498,000.00	1,300.00	2,500,000.00	2,499,300.00
Municipal Bond	1.85%	7/1/2026	1,750,000.00	1,736,070.00	2,555.00	1,750,000.00	1,738,625.00
Municipal Bond	3.99%	8/1/2028	1,250,000.00	1,186,512.50	7,325.00	1,250,000.00	1,193,837.50
Municipal Bond	4.61%	7/1/2027	1,125,000.00	1,076,253.75	2,553.75	1,125,000.00	1,078,807.50
Municipal Bond	4.00%	7/1/2028	5,000,000.00	4,688,750.00	12,050.00	5,000,000.00	4,700,800.00
Municipal Bond	4.45%	6/1/2028	1,010,000.00	1,011,403.90	3,151.20	1,010,000.00	1,014,555.10

## Market Value Comparison

Investment Description	Yield	Maturity Date	September 30, 2025		Qtr to Qtr Change	December 31, 2025	
			Par Value	Market Value		Par Value	Market Value
Municipal Bond	4.61%	5/1/2027	5,000,000.00	4,903,100.00	7,700.00	5,000,000.00	4,910,800.00
Municipal Bond	4.86%	5/1/2027	2,700,000.00	2,647,674.00	4,158.00	2,700,000.00	2,651,832.00
Municipal Bond	2.01%	8/1/2026	2,550,000.00	2,535,949.50	3,493.50	2,550,000.00	2,539,443.00
Municipal Bond	2.60%	4/1/2026	2,000,000.00	1,993,780.00	2,080.00	2,000,000.00	1,995,860.00
Municipal Bond	4.65%	8/1/2027	465,000.00	450,073.50	1,748.40	465,000.00	451,821.90
Municipal Bond	4.22%	7/1/2027	545,000.00	540,100.45	1,509.65	545,000.00	541,610.10
Municipal Bond	4.30%	2/1/2029	5,000,000.00	4,920,750.00	28,450.00	5,000,000.00	4,949,200.00
Municipal Bond	2.80%	8/1/2026	890,000.00	886,991.80	996.80	890,000.00	887,988.60
Municipal Bond	2.80%	8/1/2026	110,000.00	109,672.20	79.20	110,000.00	109,751.40
Municipal Bond	3.14%	4/1/2026	1,150,000.00	1,149,068.50	195.50	1,150,000.00	1,149,264.00
Municipal Bond	4.47%	4/1/2027	555,000.00	543,250.65	715.95	555,000.00	543,966.60
Municipal Bond	4.66%	6/15/2027	1,300,000.00	1,332,721.00	(3,679.00)	1,300,000.00	1,329,042.00
Municipal Bond	4.50%	5/1/2027	3,000,000.00	2,892,270.00	9,780.00	3,000,000.00	2,902,050.00
Municipal Bond	2.57%	6/1/2026	2,750,000.00	2,682,075.00	16,747.50	2,750,000.00	2,698,822.50
Municipal Bond	1.99%	3/1/2026	4,380,000.00	4,352,712.60	9,198.00	4,380,000.00	4,361,910.60
Municipal Bond	4.68%	5/1/2027	725,000.00	699,690.25	1,950.25	725,000.00	701,640.50
Municipal Bond	3.73%	5/15/2029	-	-	612,418.75	625,000.00	612,418.75
Municipal Bond	2.02%	8/1/2026	3,270,000.00	3,236,907.60	4,316.40	3,270,000.00	3,241,224.00
Municipal Bond	2.08%	3/1/2027	1,600,000.00	1,537,632.00	7,616.00	1,600,000.00	1,545,248.00
Municipal Bond	5.04%	6/1/2027	600,000.00	575,952.00	2,730.00	600,000.00	578,682.00
Municipal Bond	2.78%	8/1/2026	2,205,000.00	2,191,814.10	2,381.40	2,205,000.00	2,194,195.50
Municipal Bond	4.09%	8/1/2028	1,365,000.00	1,219,886.85	12,012.00	1,365,000.00	1,231,898.85
Municipal Bond	3.20%	6/1/2026	2,240,000.00	2,219,235.20	4,905.60	2,240,000.00	2,224,140.80
Municipal Bond	4.65%	3/1/2027	700,000.00	675,395.00	3,031.00	700,000.00	678,426.00
Municipal Bond	3.84%	9/1/2030	-	-	5,222,500.00	5,000,000.00	5,222,500.00
Municipal Bond	3.84%	9/1/2030	-	-	2,611,250.00	2,500,000.00	2,611,250.00
Municipal Bond	3.15%	6/1/2026	3,000,000.00	2,984,670.00	6,240.00	3,000,000.00	2,990,910.00
Municipal Bond	0.00%	10/1/2028	920,000.00	920,000.00	(920,000.00)	-	-
Municipal Bond	3.41%	7/1/2026	3,445,000.00	3,376,513.40	17,121.65	3,445,000.00	3,393,635.05
Municipal Bond	4.60%	5/15/2027	1,645,000.00	1,583,789.55	10,067.40	1,645,000.00	1,593,856.95
Municipal Bond	4.07%	10/1/2028	1,250,000.00	1,262,737.50	2,687.50	1,250,000.00	1,265,425.00
Municipal Bond	4.18%	10/1/2029	1,250,000.00	1,269,137.50	3,725.00	1,250,000.00	1,272,862.50
Municipal Bond	4.02%	10/1/2029	1,250,000.00	1,269,137.50	3,725.00	1,250,000.00	1,272,862.50
Municipal Bond	4.26%	11/1/2028	985,000.00	987,600.40	3,467.20	985,000.00	991,067.60
Municipal Bond	3.87%	5/1/2028	9,000,000.00	9,149,400.00	14,490.00	9,000,000.00	9,163,890.00
Municipal Bond	4.11%	5/1/2026	2,980,000.00	2,987,211.60	(2,145.60)	2,980,000.00	2,985,066.00
Municipal Bond	4.45%	8/1/2027	3,295,000.00	3,339,054.15	(593.10)	3,295,000.00	3,338,461.05
Municipal Bond	3.63%	9/15/2027	1,120,000.00	1,126,003.20	414.40	1,120,000.00	1,126,417.60
Municipal Bond	4.02%	5/15/2028	2,160,000.00	2,037,614.40	19,353.60	2,160,000.00	2,056,968.00
Municipal Bond	4.50%	2/1/2027	2,000,000.00	1,937,520.00	8,520.00	2,000,000.00	1,946,040.00
Municipal Bond	3.84%	8/15/2028	2,535,000.00	2,545,545.60	6,895.20	2,535,000.00	2,552,440.80
Municipal Bond	4.09%	4/1/2027	1,040,000.00	1,030,848.00	738.40	1,040,000.00	1,031,586.40
Municipal Bond	3.98%	5/15/2027	2,500,000.00	2,408,225.00	10,625.00	2,500,000.00	2,418,850.00
Municipal Bond	4.45%	5/1/2028	3,810,000.00	3,568,255.50	26,174.70	3,810,000.00	3,594,430.20
Municipal Bond	4.71%	6/15/2027	4,840,000.00	4,955,627.60	(7,018.00)	4,840,000.00	4,948,609.60
Treasury Note	0.86%	2/28/2026	30,000,000.00	29,583,515.70	257,343.60	30,000,000.00	29,840,859.30
			\$ 716,957,329.31	\$ 715,412,669.06	\$ (34,092,774.70)	\$ 681,206,633.93	\$ 681,319,894.36



# CITY COUNCIL AGENDA MEMO

**MEETING DATE:** 3/9/2026  
**DEPARTMENT:** Special Projects  
**DIRECTOR:** Peter Braster, Director of Special Projects  
**AGENDA ITEM:** 2026 Annual Update for Haggard Farm Public Improvement District Service and Assessment Plan  
**RECOMMENDED ACTION:** Adoption of Ordinances

### ITEM SUMMARY

To approve the 2026 Amended and Restated Service and Assessment Plan (SAP) and Assessment Rolls for the Haggard Farm Public Improvement District (PID), including the collection of the 2026 annual installments in accordance with Texas Local Government Code §372.013, as amended; providing a severability clause; and providing an effective date. **Adopted Ordinance No. 2026-3-4**

### PREVIOUS ACTION/PRESENTATION

On January 9, 2023, the City Council approved Resolution No. 2023-1-7(R) establishing the Haggard Farm Public Improvement District in accordance with the provisions of Chapter 372 of the Texas Local Government Code. Furthermore, City Council approved assessments against properties within the PID, pursuant to Ordinance No. 2023-10-13 and Ordinance No. 2023-10-15, which ordinances also approved the Haggard Farm Public Improvement District Service and Assessment Plan and the Assessment Roll.

### BACKGROUND

Each year and pursuant to Section 372.013 of the PID Act, the service and assessment plan must be reviewed and updated for the purpose of determining the annual budget for improvements. In addition, the plans must cover a period of at least five (5) years and must also define the annual indebtedness and projected costs for improvements. This ordinance fulfills those annual requirements.

At the request of the Developer, significant zoning changes were approved in March 2025. As the assessment for each parcel was originally determined by the value of each proposed use, therefore a change in use may change the associated assessment. This annual update to the Service and Assessment Plan does reallocate assessments on property within Major Improvement Area of the District, based on the changes of use approved in 2025. Those changes of use in the Major Improvement Area are reflected in the updated Major Improvement Area Assessment Roll.

### FINANCIAL SUMMARY/STRATEGIC GOALS

This item is for approval of the 2026 Haggard Farm PID Service and Assessment Plan update and has no immediate financial impact.

Approval of this item supports the City's Strategic Plan Critical Success Factor of Residential and Commercial Economic Vitality.

### **ATTACHMENTS:**

Description	Upload Date	Type
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Ordinance  
Exhibit A

2/26/2026  
2/24/2026

Ordinance  
Exhibit

**An Ordinance of the City of Plano, Texas, approving the 2026 Amended and Restated Service and Assessment Plan (SAP) and Assessment Rolls for the Haggard Farm Public Improvement District (PID), including the collection of the 2026 annual installments in accordance with Texas Local Government Code §372.013, as amended; providing a severability clause; and providing an effective date.**

**WHEREAS**, a petition was submitted and filed with the City Secretary (the “City Secretary”) of the City of Plano, Texas (the “City”) pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), requesting the creation of a public improvement district consisting of certain property located within the corporate limits of the City; and

**WHEREAS**, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the proposed district, as determined by the then current ad valorem tax rolls of the Collin County Appraisal District, and the signature of the record owner of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the proposed district; and

**WHEREAS**, on January 9, 2023, after due notice, the City Council of the City (the “City Council”) held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2023-1-7(R) (the “Authorization Resolution”) adopted by a majority of the members of the City Council, authorized and created the Haggard Farm Public Improvement District (the “District”) in accordance with its finding as to the advisability of the Authorized Improvements; and

**WHEREAS**, on January 12, 2023, the City Secretary filed a copy of the Authorization Resolution No. 2023-1-7(R) with the county clerk of each county in which all or part of the District is located in accordance with the provisions of the PID Act; and

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

**WHEREAS**, on August 28, 2023, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment rolls for the Major Improvement Area (the “Major Improvement Area Assessment Roll”), and a proposed Assessment Roll for Improvement Area #1 (the “Improvement Area #1 Assessment Roll”) (together, the “Assessment Rolls”) for the District; calling for a public hearing to consider an ordinance levying assessments on property within the District (the “Assessments”); authorizing and directing the City Secretary of the City to file the proposed Assessment Rolls for the District and make such Assessment Rolls available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within the District (the

“Levy and Assessment Hearing”); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

**WHEREAS**, on August 29, 2023, the City Secretary filed the Assessment Rolls and made the same available for public inspection; and

**WHEREAS**, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on August 31, 2023, in the *Dallas Morning News*, a newspaper of general circulation in the City; and

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

**WHEREAS**, the City Council opened the Levy and Assessment Hearing on October 23, 2023, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Rolls, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of (1) the improvements to be undertaken for the benefit of the Major Improvement Area Assessed Property (as defined in the Service and Assessment Plan) (the “Major Improvement Area Projects”), and (2) the improvements to be undertaken for the benefit of the Improvement Area #1 Assessed Property (as defined in the Service and Assessment Plan) (the “Improvement Area #1 Projects”), the purposes of the Assessments, the special benefits of the Major Improvement Area Projects and Improvement Area #1 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

**WHEREAS**, on October 23, 2023, the City Council adopted Ordinance No. 2023-10-15 accepting and approving the Service and Assessment Plan and Major Improvement Area Assessment Roll; making a finding of special benefit to certain property in the corporate limits of the City; levying special assessments against certain property within Major Improvement Area of the District, and establishing a lien on such property; providing for payment of the special assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the special assessments; providing for penalties and interest on delinquent special assessments; providing for severability; and providing an effective date; and

**WHEREAS**, on October 23, 2023, the City Council adopted Ordinance No. 2023-10-13 accepting and approving the Service and Assessment Plan and Improvement Area #1 Assessment Roll for the Authorized Improvements for the District; making a finding of special benefit to certain property in the corporate limits of the City; levying special assessments against certain property within Improvement Area #1 of the District and establishing a lien on such property; providing for payment of the special assessments in

accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the special assessments; providing for penalties and interest on delinquent special assessments; providing for severability; and providing an effective date; and

**WHEREAS**, the Service and Assessment Plan, and the Assessment Rolls are required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

**WHEREAS**, on August 13, 2024, the City Council approved the Haggard Farm Public Improvement District 2024 Annual Service Plan Update for the District by Ordinance No. 2024-8-3, which updated the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll for 2024; and

**WHEREAS**, on August 11, 2025, the City Council approved the Haggard Farm Public Improvement District 2025 Annual Service Plan Update for the District by Ordinance No. 2025-8-2, which updated the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll for 2025; and

**WHEREAS**, the City Council now desires to proceed with the adoption of this Ordinance for the annual update to the Service and Assessment Plan for 2026 and to reallocate assessments on property within Major Improvement Area of the District (the "Major Improvement Area Assessments"), in light of proposed changes of use of the property being developed within the Major Improvement Area as reflected in the updated Major Improvement Area Assessment Roll, attached thereto, in conformity with the requirements of the PID Act; and

**WHEREAS**, the 2026 Amended and Restated Service and Assessment Plan serves to update Improvement Area #1 Assessment Roll; and

**WHEREAS**, the City Council finds the passage of this Ordinance to be in the best interest of the citizens of the City.

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

**Section I. Terms.**

Terms not otherwise defined herein are defined in the Haggard Farm Public Improvement District 2026 Amended and Restated Service and Assessment Plan (the "2026 Amended and Restated Service and Assessment Plan") attached hereto as Exhibit A.

**Section II. Findings.**

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

**Section III. Service Plan.**

The 2026 Amended and Restated Service and Assessment Plan, including the Improvement Area #1 Assessment Roll and the Major Improvement Area Assessment Roll, attached hereto as Exhibit A, is hereby approved and accepted by the City Council and the Major Improvement Area Assessment is hereby reallocated, as identified within the 2026 Amended and Restated Service and Assessment Plan and the Major Improvement Area Assessment Rolls, and which shall be collected in Annual Installments in accordance with the provisions of the 2026 Amended and Restated Service and Assessment Plan.

**Section IV. Filing in Land Records.**

The City Secretary is directed to cause a copy of this Ordinance, including the 2026 Amended and Restated Service and Assessment Plan, to be recorded in the real property records of Collin County, Texas, on or before March 16, 2026. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

**Section V. Severability.**

If any provision, section, subsection, sentence, clause or phrase of this resolution, 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 herein, and all provisions of this Ordinance are declared to be severable for that purpose.

**Section VI. Effective Date.**

This Ordinance shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED** on the 9th day of March, 2026.

\_\_\_\_\_  
John B. Muns, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

Exhibit A

# Haggard Farm Public Improvement District

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2026 AMENDED AND RESTATED SERVICE AND ASSESSMENT  
PLAN

MARCH 9, 2026



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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## INTRODUCTION

Capitalized terms used in this 2026 A&R Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2026 A&R Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section”, “Exhibit”, or an “Appendix” shall be a reference to a Section of this 2026 A&R Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2025 A&R Service and Assessment Plan for all purposes.

The District was created pursuant to the PID Act by Resolution No. 2023-1-7(R) on January 9, 2023, by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On October 23, 2023, the City Council approved the 2023 Service and Assessment Plan and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District by approving Ordinance No. 2023-10-13 and Ordinance No. 2023-10-15. The 2023 Service and Assessment Plan identified the Authorized Improvements to be provided by 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. The City also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the 2023 Service and Assessment Plan.

On August 12, 2024, the City Council approved the 2024 Annual Service Plan Update for the District by Ordinance No. 2024-8-3, which updated the Assessment Roll for 2024.

On August 11, 2025, the City Council approved the 2025 Annual Service Plan Update for the District by Ordinance No. 2025-8-2, which updated the Assessment Roll for 2025.

This 2026 A&R Service and Assessment Plan serves to amend and restate the 2023 Service and Assessment Plan, including any and all prior Annual Service Plan Updates, in its entirety for the purposes of (1) updating the Improvement Area #1 Assessment Roll for 2026; (2) updating the Major Improvement Area Assessment Roll for 2026; and (3) reflecting adjustments to the reallocation of the Major Improvement Area Assessments resulting from a True-Up triggered by the submission of a site plan.

The PID Act requires a Service Plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix B**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel as determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1** and the Major Improvement Area Assessment Roll is included as **Exhibit G-1**.

## SECTION I: DEFINITIONS

**“2023 Assessment Ordinance”** means, collectively, the Assessment Ordinance No. 2023-10-13 and Assessment Ordinance No. 2023-10-15 approved and adopted by the City Council on October 23, 2023.

**“2023 Service and Assessment Plan”** means the Haggard Farm Public Improvement District Service and Assessment Plan that was approved by the City Council on October 23, 2023. The 2023 Service and Assessment Plan was filed with the Official Public Records of the County on October 25, 2023, as Instrument No. 2023000123089.

**“2024 Annual Service Plan Update”** means the Annual Service Plan Update to the 2023 Service and Assessment Plan approved by City Council on August 12, 2024.

**“2025 Annual Service Plan Update”** means the Annual Service Plan Update to the 2023 Service and Assessment Plan approved by City Council on August 11, 2025.

**“2026 Amended and Restated Service and Assessment Plan”** means this 2026 Amended and Restated Service and Assessment Plan, as updated, amended, or supplemented from time to time, which serves to amend and restate the 2023 Service and Assessment Plan in its entirety and any and all prior Annual Service Plan Updates.

**“Actual Costs”** mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer, (either directly or through affiliates), including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

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

**“Additional Interest Rate”** means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

**“Administrator”** means the City or independent firm designated by the City who shall have the responsibilities provided in this 2026 A&R Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District.

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this 2026 A&R Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

**“Annual Service Plan Update”** means an update to this 2026 A&R Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Assessed Property”** means any Parcel within the District against which an Assessment is levied.

**“Assessment”** means an assessment levied against Assessed Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

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

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred

on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

**“Assessment Roll”** means any assessment roll for the Assessed Property, including the Major Improvement Area Assessment Roll and the Improvement Area #1 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates, and updates prepared in connection with the issuance of PID Bonds.

**“Assisted Living Lot Type”** or **“Assisted Living”** means an Assessed Property within the District intended to be developed into assisted living units. The Buyer Disclosure for Assisted Living Lot Types is attached as part of **Appendix B**.

**“Authorized Improvements”** means the improvements authorized by Section 372.003 of the PID Act, and described in **Sections III.A** and **III.B**, as further depicted on **Exhibits H-1** and **H-2**.

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

**“Buyer Disclosure”** means the notice form required by Section 5.014 of the Texas Property Code, as amended, attached hereto as **Appendix B**.

**“City”** means the City of Plano, Texas.

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

**“County”** means Collin County, Texas.

**“Delinquent Collection Costs”** mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2026 A&R Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

**“Developer”** means SW Haggard Master Developer, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

**“District”** means the Haggard Farm Public Improvement District containing approximately 142.49 acres located within the corporate limits of the City, and more specifically described in **Exhibit K-1** and depicted on **Exhibit A-1**.

**“District Formation Costs”** means the costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City, the Developer or the Owner, directly associated with the establishment of the District.

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

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

**“Improvement Area #1”** means approximately 11.5039 acres located within the District, more specifically described in **Exhibit K-2** and depicted on **Exhibit A-2**.

**“Improvement Area #1 Annual Installment”** means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to the Improvement Area #1 Bonds, as shown on **Exhibit F-2**.

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

**“Improvement Area #1 Assessment”** means an Assessment levied against Improvement Area #1 Assessed Property, related to the Improvement Area #1 Authorized Improvements, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

**“Improvement Area #1 Assessment Roll”** means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2026 A&R Service and Assessment Plan as **Exhibit F-1**.

**“Improvement Area #1 Authorized Improvements”** means collectively, (1) the Improvement Area #1 Projects; (2) the first year’s Annual Collection Costs related to the Improvement Area #1 Bonds; and (3) Bond Issuance Costs incurred in connection with the issuance of Improvement Area #1 Bonds.

**“Improvement Area #1 Bonds”** means those certain “City of Plano, Texas, Special Assessment Revenue Bonds, Series 2023 (Haggard Farm Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments. The debt service schedule for the Improvement Area #1 Bonds is attached hereto as **Exhibit J-1**.

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

**“Improvement Area #1 Projects”** means collectively, (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1; and (2) the Improvement Area #1 Improvements.

**“Indenture”** means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

**“Lot”** means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council and as shown on Exhibit E.

**“Major Improvement Area”** means approximately 130.9861 acres located within the District, and more specifically described in **Exhibit K-3** and depicted on **Exhibit A-3**. The Major Improvement Area includes all of the District save and except Improvement Area #1.

**“Major Improvement Area Annual Installment”** means the Annual Installment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to the Major

Improvement Area; and (4) Additional Interest related to the Major Improvement Area Bonds, as shown on **Exhibit G-2**.

**“Major Improvement Area Assessed Property”** means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

**“Major Improvement Area Assessment”** means an Assessment levied against the Major Improvement Area Assessed Property, related to the Major Improvement Area Authorized Improvements, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

**“Major Improvement Area Assessment Roll”** means the Assessment Roll for the Major Improvement Area Assessed Property within the District, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Major Improvement Area Assessment Roll is included in this 2026 A&R Service and Assessment Plan as **Exhibit G-1**.

**“Major Improvement Area Authorized Improvements”** means, collectively, (1) the pro rata portion of the Major Improvements allocable to the Major Improvement Area; (2) the first year’s Annual Collection Costs related to the Major Improvement Area Bonds; and (3) Bond Issuance Costs incurred in connection with the issuance of the Major Improvement Area Bonds.

**“Major Improvement Area Bonds”** means those certain “City of Plano, Texas, Special Assessment Revenue Bonds, Series 2023 (Haggard Farm Public Improvement District Major Improvement Area Project)” that are secured by Major Improvement Area Assessments. The debt service schedule for the Major Improvement Area Bonds is attached hereto as **Exhibit J-2**.

**“Major Improvements”** means those Authorized Improvements that confer a special benefit to all of the Assessed Property within the District, as further described in **Section III.B.** and depicted on **Exhibit H-2**.

**“Maximum Assessment”** means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type, the amount shown on **Exhibit E**. The Maximum Assessment per unit/square foot shall never exceed the amount shown on **Exhibit E** for any parcel within the District.

**“Multi-family Lot Type – Improvement Area #1”** or **“MF IA#1”** means a Lot within Improvement Area #1 intended to be developed as rental multi-family housing. The Buyer Disclosure for Multi-family Lot Type - Improvement Area #1 is attached as part of **Appendix B**.

**“Multi-family Lot Type – Major Improvement Area” or “MF MIA”** means a Lot within the Major Improvement Area intended to be developed as rental multi-family housing.

**“Non-Benefitted Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

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

**“Office Lot Type – Improvement Area #1” or “Office IA#1”** means a Lot within Improvement Area #1 intended to be developed to house employees of business entities that produce a product or service primarily for support services including, but not limited to, administration, accounting, marketing, information processing and dissemination, consulting, human resource management, financial and insurance services, education and medical service, and other professional services. The Buyer Disclosure for Office Lot Type - Improvement Area #1 is attached as part of **Appendix B**.

**“Office Lot Type – Major Improvement Area” or “Office MIA”** means a Lot within the Major Improvement Area intended to be developed to house employees of business entities that produce a product or service primarily for support services including, but not limited to, administration, accounting, marketing, information processing and dissemination, consulting, human resource management, financial and insurance services, education and medical service, and other professional services.

**“Owner”** means Acres of Sunshine Ltd., A Texas limited partnership, SW Haggard Master Developer, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

**“Parcel” or “Parcels”** means a specific property within the District identified by either a tax parcel identification number assigned by the Collin Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

**“PID Act”** means Chapter 372, Texas Local Government Code, as amended.

**“PID Bonds”** means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

**“Prepayment”** means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which

represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

**“Prepayment Costs”** means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

**“Retail Lot Type”** or **“Retail”** means a Lot within the District intended to be developed into or operated as a retail building where businesses will sell goods and services.

**“Service Plan”** means the plan described in **Section IV** which covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

**“Townhome Lot Type”** or **“Townhome”** means a Lot within the District marketed to homebuilders as a townhome Lot.

**“Trustee”** means the trustee or successor trustee under an Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 142.49 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit K-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 188 units classified as Townhome Lot Types, 350 units classified as Multi-Family Lot Type – Improvement Area #1, 350 units classified as Multi-Family Lot Type – Major Improvement Area, 427 units classified as Assisted Living Lot Type, 133,479 square feet classified as Retail Lot Type, and 98,000 square feet classified as Office Lot Type – Improvement Area #1, and 439,500 square feet classified as Office Lot Type – Major Improvement Area.

Improvement Area #1 includes approximately 11.5039 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit K-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 350 units classified as Multi-Family Lot Type – Improvement Area #1 and 98,000 square feet classified as Office Lot Type - Improvement Area #1

The Major Improvement Area includes approximately 130.9861 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit K-3** and depicted on **Exhibit A-3**. Development of the Major Improvement Area is anticipated to include approximately 188 units classified as Townhome Lot Types, 350 units classified as Multi-Family Lot Types – Major Improvement Area, 427 units classified as Assisted Living Lot Type, 133,479 square feet classified as Retail Lot Type, and 439,500 square feet classified as Office Lot Type – Major Improvement Area.

## SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Developer and its engineers and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City. The budget for the Authorized Improvements is shown on **Exhibit B**.

### A. Major Improvements

- *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, sidewalk, landscaping, and streetlights. All

related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within the District.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, fire hydrants, valves, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to all Lots within the District.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within the District.

- *Drainage*

Improvements including earthen channels, swales, inlets, RCP piping and boxes, headwalls, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within the District.

- *Linear Parks*

Linear parks with 10-12 foot wide trails, including a 12-foot pedestrian trail located along the creek extending from the northern border of Tract 2 to the southern border of Tract 3, a 10-foot trail connection to Tract 1 over a 12-foot wide pedestrian bridge, a 12-foot wide pedestrian trail meandering along the south side of Pinehaven Drive spanning from Parkwood Blvd to the creek, and two 10-foot wide trails extending from the creek to Spring Creek Pkwy on either side of Pinehaven Drive.

- *Soft Costs*

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

## **B. Improvement Area #1 Improvements**

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, fire hydrants, valves, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Sewer*

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

- *Drainage*

Improvements including earthen channels, swales, inlets, RCP piping and boxes, headwalls, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #1.

- *Soft Costs*

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

## **C. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest on a series of PID Bonds under an applicable Indenture in connection with the issuance of such PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the

costs of underwriting such PID Bonds, including a fee for Underwriter’s Counsel.

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney’s fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City’s costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**D. Other Costs**

- *Deposit to Administrative Fund*

Equals the amount necessary to fund the first year’s Annual Collection Costs for a particular series of PID Bonds.

## SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the Assessed Property. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2026 A&R Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Appendix B**.

**Exhibit D** summarizes the sources and uses of funds required to construct the Authorized Improvements and Private Improvements, issue the PID Bonds, and fund the deposit to the administrative fund. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to reflect any budget revisions and Actual Costs.

## SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The

PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2026 A&R Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer, Owner, and all future owners and developers of the Assessed Property.

#### **A. Assessment Methodology**

Acting in its legislative capacity and based on information provided by the Developer and its engineers and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- At the time the City Council approved the 2023 Service and Assessment Plan, the costs of the Major Improvement Area Authorized Improvements were allocated to each Parcel in the Major Improvement Area based upon Estimated Buildout Value of each Parcel designated as Major Improvement Area Assessed Property to the Estimated Buildout Value of all Major Improvement Area Assessed Property.
- At the time the City Council approved the 2023 Service and Assessment Plan, the costs of the Major Improvements were allocated to Improvement Area #1 and the Major Improvement Area based upon Estimated Buildout Value of each Parcel or Assessed Property to the Estimated Buildout Value of the District. The Major Improvement Area was allocated 81.62% of the Major Improvements costs, and Improvement Area #1 was allocated 18.38% of the Major Improvements costs. The Major Improvement Area and Improvement Area #1's shares of the Major Improvement costs are illustrated in **Exhibit B**.
- At the time the City Council approved the 2023 Service and Assessment Plan, the costs of the Improvement Area #1 Authorized Improvements were allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel

designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property.

## **B. Assessments**

At the time the City Council approved the applicable 2023 Assessment Ordinance, the Improvement Area #1 Assessment was levied on the Improvement Area #1 Assessed Property and is outstanding in the amount shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**. Upon division or subdivision of the Improvement Area #1 Assessed Property, the Improvement Area #1 Assessment will be reallocated pursuant to **Section VI**.

At the time the City Council approved the applicable 2023 Assessment Ordinance, the Major Improvement Area Assessment was levied on the Major Improvement Area Assessed Property and is outstanding in the amount shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit G-1**. The projected Major Improvement Area Annual Installments are shown on **Exhibit G-2**. Upon division or subdivision of the Major Improvement Area Assessed Property, the Major Improvement Area Assessment will be reallocated pursuant to **Section VI**. The Major Improvement Area Assessment levied on the Major Improvement Area Assessed Property, as reflected herein and shown on **Exhibit E**, incorporates a reallocation implemented pursuant to the True-Up provision of the 2023 Service and Assessment Plan in connection with the submission of preliminary site plans, attached hereto as **Exhibit L-2 and Exhibit L-3**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Multi-Family Lot Type – Improvement Area #1, Office Lot Type – Improvement Area #1, Multi-Family Lot Type – Major Improvement Area, Office Lot Type – Major Improvement Area, Retail Lot Type, Assisted Living Lot Type and Townhome Lot Type, exceed the corresponding Maximum Assessment for each Lot classification.

## **C. Findings of Special Benefit**

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

- *Improvement Area #1*
  - The costs of the Improvement Area #1 Authorized Improvements equal \$5,595,389 as shown on **Exhibit B**;

- The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Authorized Improvements equal to or greater than the Actual Cost of the Improvement Area #1 Authorized Improvements;
  - At the time the City Council approved the 2023 Service and Assessment Plan, the Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Authorized Improvements, which equaled \$5,000,000, outstanding in the amount of \$4,490,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**, as further described in **Section XI**;
  - The special benefit ( $\geq$  \$5,595,389) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Authorized Improvements is greater than or equal to the amount of the Improvement Area #1 Assessment (\$5,000,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Authorized Improvements; and
  - At the time the City Council approved the 2023 Service and Assessment Plan, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2023 Assessment Ordinance; (2) the 2023 Service and Assessment Plan and the 2023 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Assessed Property.
- *Major Improvement Area*
  - The costs of the Major Improvement Area Authorized Improvements equal \$16,536,049, as shown on **Exhibit B**;
  - The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Area Authorized Improvements equal to or greater than the Actual Cost of the Major Improvement Area Authorized Improvements;
  - At the time the City Council approved the 2023 Service and Assessment Plan, the Major Improvement Area Assessed Property was allocated 100% of the Major Improvement Area Assessment levied for the Major Improvement Area

Authorized Improvements, which equaled \$16,458,000, outstanding in the amount of \$16,300,000 as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit G-1**, as further described in **Section XI**;

- The special benefit (  $\geq$  \$16,536,049) received by the Major Improvement Area Assessed Property from the Major Improvement Area Authorized Improvements is greater than or equal to the amount of the Major Improvement Area Assessment (\$16,458,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Authorized Improvements; and
- At the time the City Council approved the 2023 Service and Assessment Plan, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Authorized Improvements confer a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Actual Costs associated therewith. The Owner has ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2023 Assessment Ordinance; (2) the 2023 Service and Assessment Plan and the 2023 Assessment Ordinance; and (3) the levying of the Major Improvement Area Assessment on the Major Improvement Area Assessed Property.

#### **D. Annual Collection Costs**

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

#### **E. Additional Interest**

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

## SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this Section VI shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

### A. Reallocation of Assessments

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

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

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

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

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Developer, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Multi-Family Lot Type – Improvement Area #1, Office Lot Type – Improvement Area #1, Multi-Family Lot Type – Major Improvement Area, Office Lot Type – Major Improvement Area, Retail Lot Type, Assisted Living Lot Type and Townhome Lot Type are shown on **Exhibit E** and will not change in future Annual Service Plan Updates but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the

Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

*2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula and subject to the provisions in this 2026 A&R Service and Assessment Plan:

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

E = the number of newly subdivided Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer, Owner, or other owner of the property shall provide the City the estimated gross building square footage by Lot Type for the newly subdivided Lot. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Multi-Family Lot Type – Improvement Area #1, Office Lot Type – Improvement Area #1, Multi-Family Lot Type – Major Improvement Area, Office Lot Type – Major Improvement Area, Retail Lot Type, Assisted Living Lot Type and Townhome Lot Type are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

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

shall be reflected in the Annual Service Plan Update immediately following such reallocation.

### *3. Upon Consolidation*

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

## **B. Mandatory Prepayment of Assessments**

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable “Notice of Assessment Termination,” a form of which is attached hereto as **Exhibit I.**

## **C. True-Up of Assessments if Maximum Assessment Exceeded at Plat**

Upon submission of a preliminary plat and/or site plan by the Developer, Owner, or other owner of the property to the City, the Developer, Owner, or other owner shall provide the City the gross building square footage and use type for land included in the preliminary plat and/or site plan for each Lot anticipated to be created by the preliminary plat and/or site plan considering factors that may impact value. The Administrator will review the preliminary plat and/or site plan to determine if such plat and/or site plan will or will not result in the Assessment per Lot for any Lot Type within the preliminary plat and/or site plan exceeding the Maximum Assessment. If the Administrator determines the preliminary plat and/or site plan results in an Assessment per Lot for any Lot Type exceeding the Maximum Assessment, prior to the City issuing any building permit for any such Lot described in the reviewed preliminary plat or site plan, the entity submitting the preliminary plat and/or site plan will make a Prepayment in an amount sufficient to reduce the Assessment for each Lot within such preliminary plat and/or site plan to the Maximum Assessment. The City’s approval of an Annual Service Plan Update, a preliminary plat,

or a site plan without payment of such Prepayment amounts does not eliminate the obligation of the entity submitting the preliminary plat and/or site plan to pay such amounts.

#### **D. Reduction of Assessments**

If the Actual Costs of completed Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

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

#### **E. Prepayment of Assessments**

The owner of any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment

Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

#### **F. Payment of Assessment in Annual Installments**

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Improvement Area #1 Annual Installments. **Exhibit G-2** shows the estimated Major Improvement Area Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property or Non-Assessed Property, as shown by the Collin Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments

so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute “PID Bonds.”

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Improvement Area #1 Annual Installments of the Improvement Area #1 Assessments and Major Improvement Area Annual Installments of the Major Improvement Area Assessments were due when billed and were delinquent if not paid prior to February 1, 2024.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

#### **G. Prepayment as a Result of an Eminent Domain Proceeding or Taking**

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

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the “**Remaining Property**”), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this 2026 A&R Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in

lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

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

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

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

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

## SECTION VII: ASSESSMENT ROLL

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

The Major Improvement Area Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Major

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

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Calculation Errors**

If the owner of a Parcel claims that an error has been made in any calculation required by this 2026 A&R Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1<sup>st</sup> of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2026 A&R Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

### **B. Amendments**

Amendments to this 2026 A&R Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2026 A&R Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2026 A&R Service and Assessment Plan.

### **C. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2026 A&R Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2026 A&R Service and Assessment Plan. Interpretations of this 2026 A&R Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed

Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

#### **D. Form of Buyer Disclosure/Filing Requirements**

Per Section 5.014 of the Texas Property Code, as amended, this 2026 A&R Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the Buyer Disclosures for the District. The Buyer Disclosures for each Lot Type are attached hereto as **Appendix B**. Within seven days of approval by the city Council, the City shall file and record in the real property records of the County the executed ordinance of this 2026 A&R Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service an Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

#### **E. Severability**

If any provision of this 2026 A&R Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

### **SECTION XI – ADDITIONAL INFORMATION**

#### **A. Parcel Subdivision**

##### Improvement Area #1

- The final plat of Conveyance Plat Block A, Lots 1-7 was filed and recorded with the County on June 19, 2023, and attached as **Exhibit L-1**.

##### Major Improvement Area:

- The final plat of Conveyance Plat Block A, Lots 1-7 was filed and recorded with the County on June 19, 2023, and attached as **Exhibit L-1**.
- The preliminary site plan for Haggard Farm Almanac Addition, Block A, Lots 2 & 4 changed from the original uses in the 2023 Service and Assessment Plan, and was submitted to the City on March 3, 2025. The preliminary site plan consists of an assembly hall, restaurant, retail, winery, and vehicle parking lot, and attached hereto as **Exhibit L-2**.
- The preliminary site plan for Haggard Farm Townhomes changed from the original uses in the 2023 Service and Assessment Plan, and was submitted to the City on June 16, 2025. The preliminary site plan consists of 188 townhomes, and attached hereto as **Exhibit L-3**.

See the anticipated Lot Type classification summary within Improvement Area #1 below:

Improvement Area #1	
Lot Type	Number of Units / SF
Multi-Family	350
Office	98,000

See the anticipated Lot Type classification summary within the Major Improvement Area below:

Major Improvement Area	
Lot Type	Number of Units / SF
Retail	133,479
Assisted Living	427
Multi-Family	350
Office	439,500
Townhomes	188

See **Exhibit C** for the Concept Plan.

**B. Lot and Home Sales**

Improvement Area #1

Per the quarterly report dated December 31, 2025, the lot ownership composition is provided below:

- Developer Owned:
  - Multi-family Lot Type – Improvement Area #1: 350 units
  - Office Lot Type – Improvement Area #1: 0 SF
- Non-Developer Landowner Owned:
  - Multi-family Lot Type – Improvement Area #1: 0 units
  - Office Lot Type – Improvement Area #1: 98,000 SF
- Builder Owned:
  - Multi-family Lot Type – Improvement Area #1: 0 units
  - Office Lot Type – Improvement Area #1: 0 SF
- End-User Owner:
  - Multi-family Lot Type – Improvement Area #1: 0 units

- Office Lot Type – Improvement Area #1: 0 SF

### Major Improvement Area

Per the quarterly report dated December 31, 2025, the lot ownership composition is provided below:

- Developer Owned:
  - Townhome Lot Type: 0 Lots
  - Retail Lot Type: 0 SF
  - Multi-family Lot Type – Major Improvement Area: 0 units
  - Office Lot Type – Major Improvement Area: 0 SF
  - Assisted Living Lot Type: 0 units
- Non-Developer Landowner Owned:
  - Townhome Lot Type: 188 Lots
  - Retail Lot Type: 133,479 SF
  - Multi-family Lot Type – Major Improvement Area: 350 units
  - Office Lot Type – Major Improvement Area: 439,500 SF
  - Assisted Living Lot Type: 427 units
- End-User Owner:
  - Townhome Lot Type: 0 Lots
  - Retail Lot Type: 0 SF
  - Multi-family Lot Type – Major Improvement Area: 0 units
  - Office Lot Type – Major Improvement Area: 0 SF
  - Assisted Living Lot Type: 0 units

See **Appendix B** for the buyer disclosures.

### **C. Outstanding Assessment**

#### Improvement Area #1

Net of the Annual Installment due January 31, 2026, Improvement Area #1 has an outstanding Assessment of \$4,940,000.00.

#### Major Improvement Area

Net of the Annual Installment due January 31, 2026, the Major Improvement Area has an outstanding assessment of \$16,300,000.00.

**D. Annual Installment Due 1/31/2027**

Improvement Area #1

- **Principal and Interest** – The total principal and interest required for the Improvement Area #1 Annual Installment is \$434,500.00.
- **Additional Interest** – The total Additional Interest Reserve Requirement, as defined in the Indenture, is equal to \$271,700.0 and has not been met. As such, the Additional Interest Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$24,400.00.
- **Annual Collection Costs** – 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 Annual Collection Costs budgeted for the Annual Installment is \$30,346.95.

<b>Improvement Area #1</b>	
<b>Due January 31, 2027</b>	
Principal	\$ 64,000.00
Interest	\$ 370,500.00
Annual Collection Costs	\$ 30,346.95
Additional Interest	\$ 24,400.00
<b>Total Annual Installment</b>	<b>\$ 489,246.95</b>

See below for a table showing the breakdown of the Annual Collection Costs for the Annual Installments due 1/31/2027.

<b>Annual Collection Costs Breakdown</b>	
<b>Improvement Area #1</b>	
PID Administration	\$ 11,349.95
City Auditor	\$ 233.01
Filing Fees	\$ 233.01
County Collection	\$ 233.01
PID Trustee	\$ 4,500.00
Dissemination Agent	\$ 3,500.00
Draw Request Review	\$ 3,800.00
P3Works Dev/Issuer CDA Review	\$ 3,500.00
Collection Cost Maintenance	\$ 10,000.00
Less CCMB Credit from Prior Years	\$ (8,502.03)
Arbitrage Calculation	\$ 1,500.00
<b>Total Annual Collection Costs</b>	<b>\$ 30,346.95</b>

Please contact the Administrator for the pay period for the Improvement Area #1 Bonds. See **Exhibit J-1** for the debt service schedule for the Improvement Area #1 Bonds.

Major Improvement Area

- **Principal and Interest** – The total principal and interest required for the Major Improvement Area Annual Installment is \$1,541,482.50.
- **Additional Interest** – The total Additional Interest Reserve Requirement, as defined in the Indenture, is equal to \$896,500.00 and has not been met. As such, the Additional Interest Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$80,710.00.
- **Annual Collection Costs** – 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 Annual Collection Costs budgeted for the Annual Installment is \$65,581.95.

Major Improvement Area	
Due January 31, 2027	
Principal	\$ 171,000.00
Interest	\$ 1,370,482.50
Annual Collection Costs	\$ 65,581.95
Additional Interest	\$ 80,710.00
<b>Total Annual Installment</b>	<b>\$ 1,687,774.45</b>

See below for a table showing the breakdown of the Annual Collection Costs for the Annual Installments due 1/31/2027.

Annual Collection Costs Breakdown MIA	
PID Administration	\$ 37,359.50
City Auditor	\$ 766.99
Filing Fees	\$ 766.99
County Collection	\$ 766.99
PID Trustee	\$ 4,500.00
Dissemination Agent	\$ 3,500.00
Draw Request Review	\$ 3,800.00
P3Works Dev/Issuer CDA Review	\$ 3,500.00
Collection Cost Maintenance	\$ 10,000.00
Less CCMB Credit from Prior Years	\$ (878.52)
Arbitrage Calculation	\$ 1,500.00
<b>Total Annual Collection Costs</b>	<b>\$ 65,581.95</b>

Please contact the Administrator for the pay period for the Major Improvement Area Bonds. See **Exhibit J-2** for the debt service schedule for the Major Improvement Area Bonds.

## EXHIBITS

The following Exhibits are attached to and made a part of this 2026 A&R Service and Assessment Plan for all purposes:

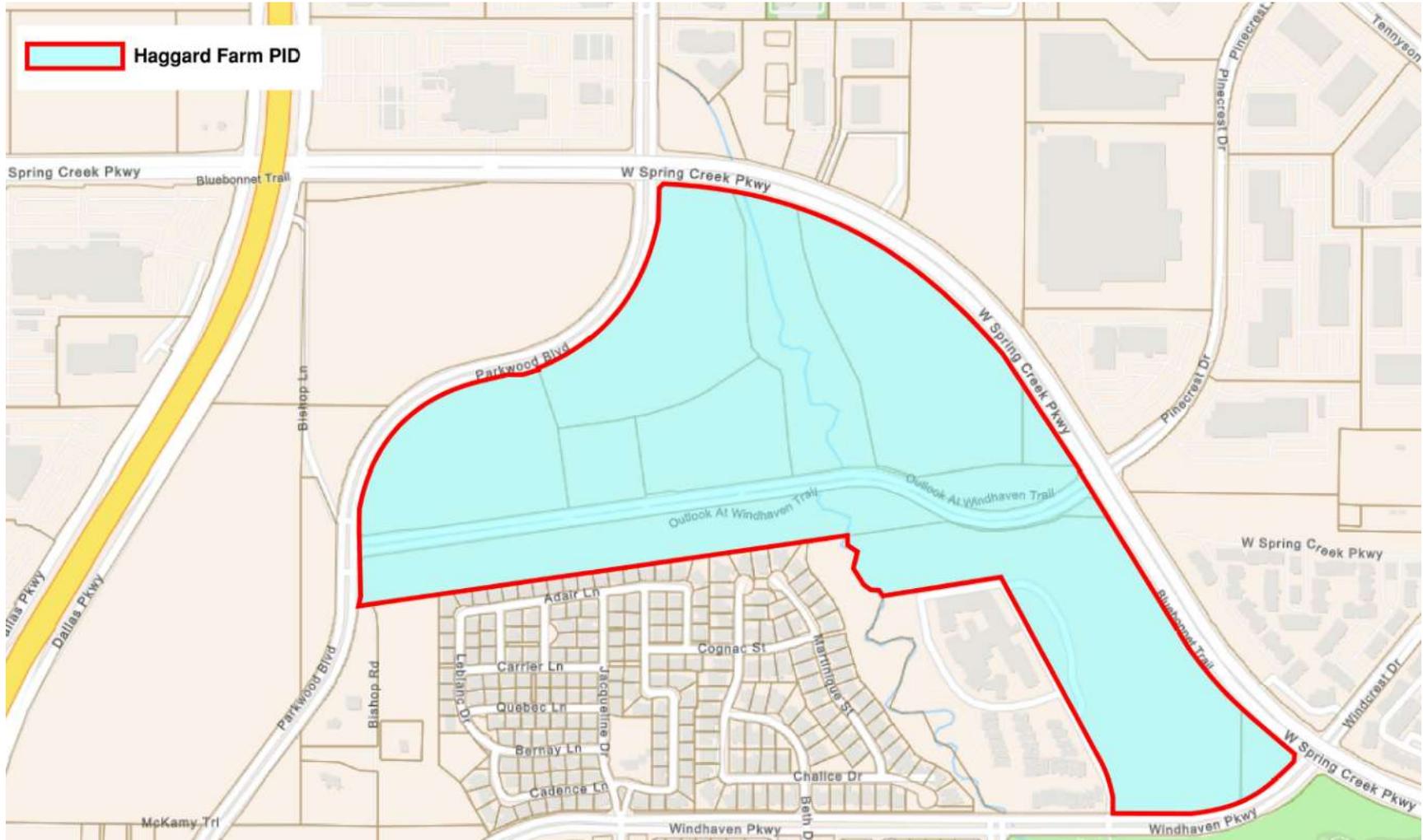
<b>Exhibit A-1</b>	Map of the District
<b>Exhibit A-2</b>	Map of Improvement Area #1
<b>Exhibit A-3</b>	Map of Major Improvement Area
<b>Exhibit A-4</b>	Concept Plan
<b>Exhibit B</b>	Project Costs
<b>Exhibit C</b>	Service Plan
<b>Exhibit D</b>	Sources and Uses of Funds
<b>Exhibit E</b>	Maximum Assessment and Tax Rate Equivalent
<b>Exhibit F-1</b>	Improvement Area #1 Assessment Roll
<b>Exhibit F-2</b>	Improvement Area #1 Annual Installments
<b>Exhibit G-1</b>	Major Improvement Area Assessment Roll
<b>Exhibit G-2</b>	Major Improvement Area Annual Installments
<b>Exhibit H-1</b>	Maps of Improvement Area #1 Improvements
<b>Exhibit H-2</b>	Maps of Major Improvements
<b>Exhibit I</b>	Form of Notice of Assessment Termination
<b>Exhibit J-1</b>	Debt Service Schedule for Improvement Area #1 Bonds
<b>Exhibit J-2</b>	Debt Service Schedule for Major Improvement Area Bonds
<b>Exhibit K-1</b>	District Legal Description
<b>Exhibit K-2</b>	Improvement Area #1 Legal Description
<b>Exhibit K-3</b>	Major Improvement Area Legal Description
<b>Exhibit L-1</b>	Haggard Farm Conveyance Plat Block A Lots 1-7
<b>Exhibit L-2</b>	Preliminary Site Plan Haggard Farm Almanac Addition, Block A, Lots 2&4
<b>Exhibit L-3</b>	Preliminary Site Plan Haggard Farm Townhomes

## APPENDICES

The following Appendices are attached to and made a part of this 2026 A&R Service and Assessment Plan for all purposes:

<b>Appendix A</b>	Engineer's Report
<b>Appendix B</b>	Buyer Disclosures

**EXHIBIT A-1 – MAP OF THE DISTRICT**



**EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1**

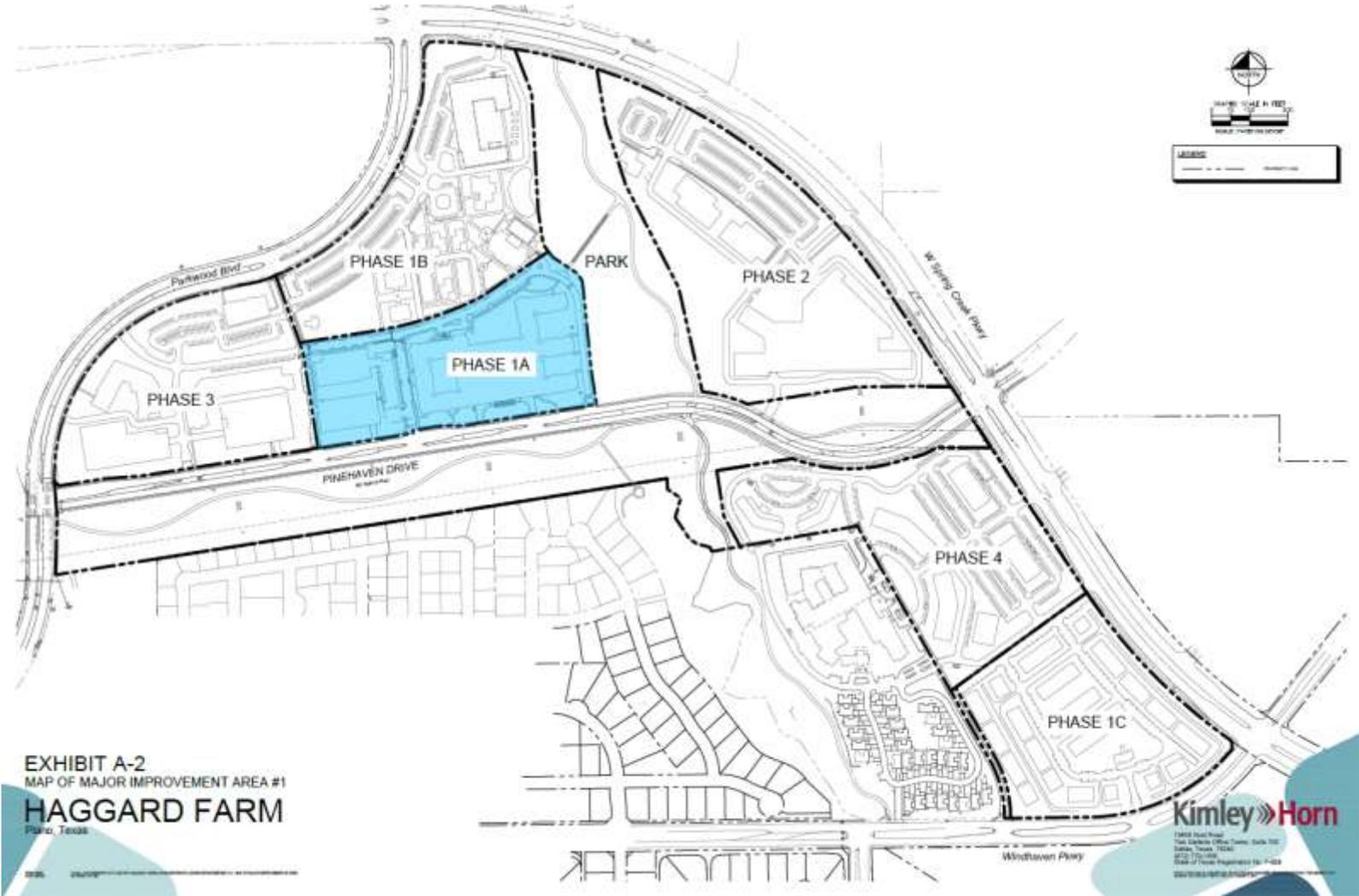
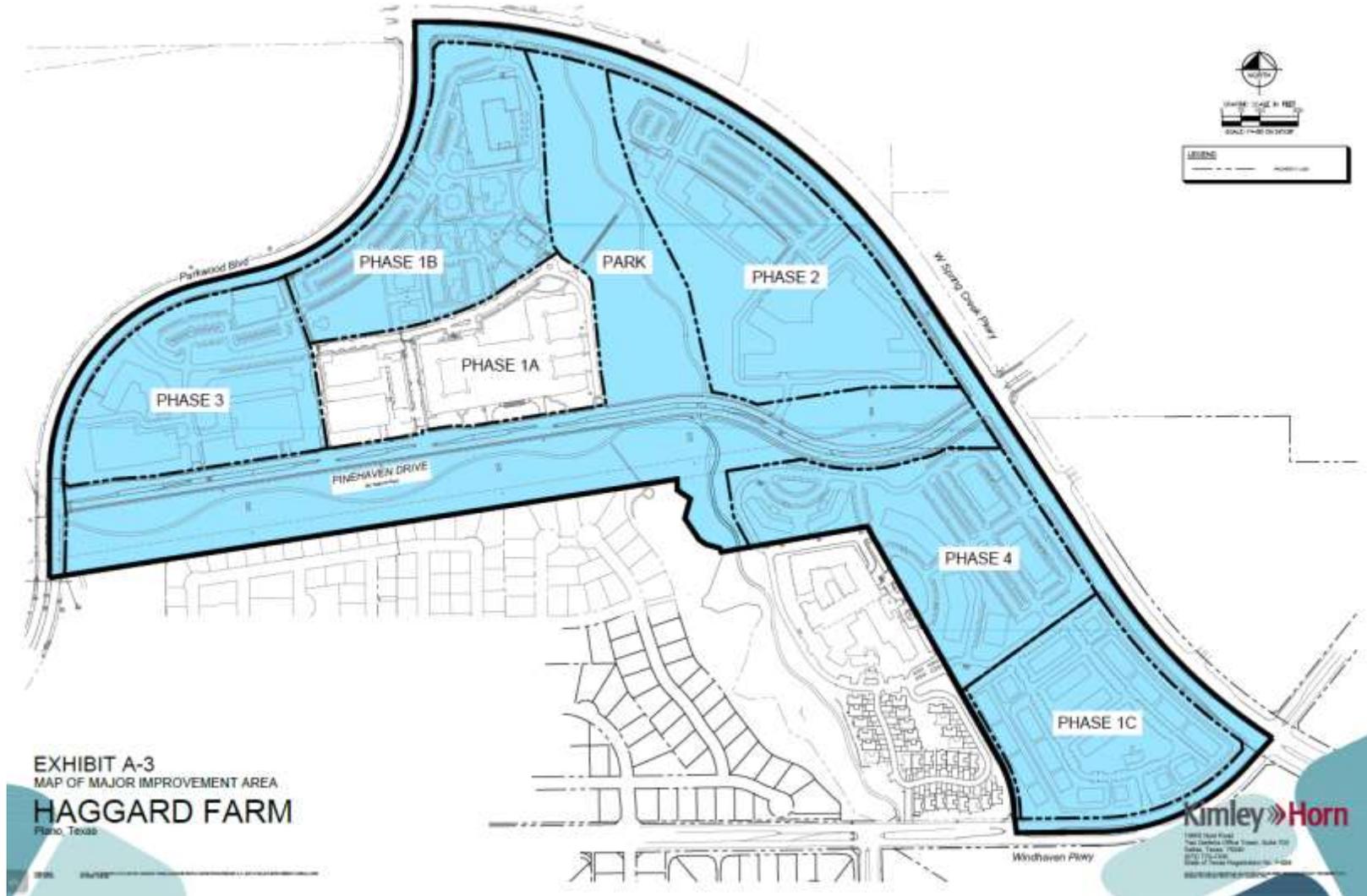


EXHIBIT A-3 – MAP OF MAJOR IMPROVEMENT AREA







## EXHIBIT B – PROJECT COSTS

	Total Costs <sup>[a]</sup>	Private	City Contribution	PID Funded	Major Improvement Area		Improvement Area #1	
					%	Cost	%	Cost
<b>Major Improvements<sup>[b]</sup></b>								
Streets	\$ 7,568,641	\$ -	\$ 3,300,932	\$ 4,267,709	81.62%	\$ 3,483,373	18.38%	\$ 784,336
Water	1,550,210	-	-	1,550,210	81.62%	1,265,307	18.38%	284,903
Sewer	1,636,100	-	-	1,636,100	81.62%	1,335,411	18.38%	300,689
Drainage <sup>[c]</sup>	5,740,546	-	2,464,827	3,275,719	81.62%	2,673,695	18.38%	602,024
Linear Parks	750,000	-	-	750,000	81.62%	612,162	18.38%	137,838
Soft Costs <sup>[c], [d]</sup>	2,959,305	-	864,864	2,094,441	81.62%	1,709,517	18.38%	384,924
	<u>\$ 20,204,802</u>	<u>\$ -</u>	<u>\$ 6,630,623</u>	<u>\$ 13,574,179</u>		<u>\$ 11,079,465</u>		<u>\$ 2,494,714</u>
<b>Improvement Area #1 Improvements</b>								
Water	\$ 569,020	\$ -	\$ -	\$ 569,020	0.00%	\$ -	100.00%	\$ 569,020
Sewer	146,120	-	-	146,120	0.00%	-	100.00%	146,120
Drainage	633,390	-	-	633,390	0.00%	-	100.00%	633,390
Soft Costs	134,853	-	-	134,853	0.00%	-	100.00%	134,853
	<u>\$ 1,483,383</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,483,383</u>		<u>\$ -</u>		<u>\$ 1,483,383</u>
<b>Private Major Improvements</b>								
Streets	\$ 2,312,267	\$ 2,312,267	\$ -	\$ -	0.00%	\$ -	0.00%	\$ -
Soft Costs	254,349	254,349	-	-	0.00%	-	0.00%	-
	<u>\$ 2,566,616</u>	<u>\$ 2,566,616</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
<b>Private Internal Improvements</b>								
Streets	\$ 2,039,592	\$ 2,039,592	\$ -	\$ -	0.00%	\$ -	0.00%	\$ -
Water	19,500	19,500	-	-	0.00%	-	0.00%	-
Sewer	141,740	141,740	-	-	0.00%	-	0.00%	-
Drainage	193,675	193,675	-	-	0.00%	-	0.00%	-
Soft Costs	239,451	239,451	-	-	0.00%	-	0.00%	-
	<u>\$ 2,633,958</u>	<u>\$ 2,633,958</u>	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>
<b>Bond Issuance Costs</b>								
Debt Service Reserve	\$ 2,025,610	\$ -	\$ -	\$ 2,025,610		\$ 1,590,610		\$ 435,000
Capitalized Interest	3,199,525	-	-	3,199,525		2,517,233		682,292
Underwriter's Discount	643,740	-	-	643,740		493,740		150,000
Cost of Issuance	1,065,000	-	-	1,065,000		785,000		280,000
	<u>\$ 6,933,875</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,933,875</u>		<u>\$ 5,386,583</u>		<u>\$ 1,547,292</u>
<b>Other Costs</b>								
Deposit to Administrative Fund <sup>[e]</sup>	\$ 140,000	\$ -	\$ -	\$ 140,000		\$ 70,000		\$ 70,000
	<u>\$ 140,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 140,000</u>		<u>\$ 70,000</u>		<u>\$ 70,000</u>
<b>Total</b>	<b>\$ 33,962,634</b>	<b>\$ 5,200,574</b>	<b>\$ 6,630,623</b>	<b>\$ 22,131,437</b>		<b>\$ 16,536,049</b>		<b>\$ 5,595,389</b>

**Footnotes:**

[a] Per Engineer's Report provided by Developer dated 8/14/2023, attached hereto as **Appendix A**.

[b] Major Improvements are allocated between the Major Improvement Area and Improvement Area #1 based on Estimated Buildout Value.

[c] For the City's Contribution, the drainage and soft costs are specific to the Storm Drainage associated with the Major Improvement Streets being funded by the City's Contribution.

[d] Note District Formation Costs have decreased by \$427,519 since approval of the Preliminary Service and Assessment Plan.

[e] Annual Collection Costs required for first year will be paid for out of the proceeds of the respective series of PID Bonds.

## EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Annual Installment Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 64,000.00	\$ 68,000.00	\$ 73,000.00	\$ 78,000.00	\$ 84,000.00
Interest		370,500.00	365,700.00	360,600.00	355,125.00	349,275.00
Capitalized Interest		-	-	-	-	-
	(1)	\$ 434,500.00	\$ 433,700.00	\$ 433,600.00	\$ 433,125.00	\$ 433,275.00
Additional Interest	(2)	\$ 24,400.00	\$ 24,080.00	\$ 23,740.00	\$ 23,375.00	\$ 22,985.00
Annual Collection Costs	(3)	\$ 30,346.95	\$ 27,895.96	\$ 28,453.88	\$ 29,022.96	\$ 29,603.42
<b>Total Annual Installment Due</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 489,246.95</b>	<b>\$ 485,675.96</b>	<b>\$ 485,793.88</b>	<b>\$ 485,522.96</b>	<b>\$ 485,863.42</b>

		Major Improvement Area				
Annual Installment Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 171,000.00	\$ 185,000.00	\$ 201,000.00	\$ 218,000.00	\$ 236,000.00
Interest		1,370,482.50	1,356,375.00	1,341,112.50	1,324,530.00	1,306,545.00
Capitalized Interest		-	-	-	-	-
	(1)	\$ 1,541,482.50	\$ 1,541,375.00	\$ 1,542,112.50	\$ 1,542,530.00	\$ 1,542,545.00
Additional Interest	(2)	\$ 80,710.00	\$ 79,855.00	\$ 78,930.00	\$ 77,925.00	\$ 76,835.00
Annual Collection Costs	(3)	\$ 65,581.95	\$ 56,059.68	\$ 57,180.87	\$ 58,324.49	\$ 59,490.98
<b>Total Annual Installment Due</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 1,687,774.45</b>	<b>\$ 1,677,289.68</b>	<b>\$ 1,678,223.37</b>	<b>\$ 1,678,779.49</b>	<b>\$ 1,678,870.98</b>

## EXHIBIT D – SOURCES AND USES OF FUNDS

	Private	City Contribution	Major Improvement Area	Improvement Area #1	Total
<b>Sources of Funds</b>					
Major Improvement Area Bonds	\$ -	\$ -	\$ 16,458,000	\$ -	\$ 16,458,000
Improvement Area #1 Bonds	-	-	-	5,000,000	5,000,000
Owner Contribution <sup>[a]</sup>	-	-	78,049	595,389	673,437
Owner Contribution - Private Improvements <sup>[b]</sup>	5,200,574	-	-	-	5,200,574
City Contribution - Roads <sup>[c]</sup>	-	3,300,932	-	-	3,300,932
City Contribution - Drainage <sup>[c]</sup>	-	2,464,827	-	-	2,464,827
City Contribution - Soft Costs <sup>[c]</sup>	-	864,864	-	-	864,864
<b>Total Sources</b>	<b>\$ 5,200,574</b>	<b>\$ 6,630,623</b>	<b>\$ 16,536,049</b>	<b>\$ 5,595,389</b>	<b>\$ 33,962,634</b>
<b>Uses of Funds</b>					
Major Improvements	\$ -	\$ 6,630,623	\$ 11,079,465	\$ 2,494,714	\$ 20,204,802
Improvement Area #1 Improvements	-	-	-	1,483,383	1,483,383
Private Major Improvements	2,566,616	-	-	-	2,566,616
Private Internal Improvements	2,633,958	-	-	-	2,633,958
	<b>\$ 5,200,574</b>	<b>\$ 6,630,623</b>	<b>\$ 11,079,465</b>	<b>\$ 3,978,097</b>	<b>\$ 26,888,759</b>
<i>Bond Issuance Costs</i>					
Debt Service Reserve	\$ -	\$ -	\$ 1,590,610	\$ 435,000	\$ 2,025,610
Capitalized Interest	-	-	2,517,233	682,292	3,199,525
Underwriter's Discount	-	-	493,740	150,000	643,740
Cost of Issuance	-	-	785,000	280,000	1,065,000
	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,386,583</b>	<b>\$ 1,547,292</b>	<b>\$ 6,933,875</b>
<i>Other Costs</i>					
Deposit to Administrative Fund	\$ -	\$ -	\$ 70,000	\$ 70,000	\$ 140,000
	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 70,000</b>	<b>\$ 70,000</b>	<b>\$ 140,000</b>
<b>Total Uses</b>	<b>\$ 5,200,574</b>	<b>\$ 6,630,623</b>	<b>\$ 16,536,049</b>	<b>\$ 5,595,389</b>	<b>\$ 33,962,634</b>

**Footnotes:**

[a] Non-reimbursable through PID Bonds or Assessments levied and collected in this District. To be funded by the Owner with cash at closing.

[b] Non-reimbursable through PID Bonds or Assessments levied and collected in this District.

[c] These costs are funded by various City contribution sources as identified in the Indentures.

## EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Tract	Parcel	Lot Type	Units/Square footage <sup>[b]</sup>	Estimated Appraised Value		Estimated Buildout Value		Assessment <sup>[c]</sup>		Average Annual Installment		PID TRE
				Per Unit/Sq Ft <sup>[a]</sup>	Total	Per Unit/Sq Ft <sup>[a]</sup>	Total	Per Unit/Sq Ft	Total	Per Unit/Sq Ft	Total	
<i>Improvement Area #1</i>												
1	1	Multi-Family	350	\$ 31,000	\$ 10,850,000	\$ 225,000	\$ 78,750,000	\$ 9,831.93	\$ 3,441,176	\$ 962.65	\$ 336,926	\$ 0.4278
1	2	Office	98,000	42	4,150,000	350	34,300,000	15.29	1,498,824	1.50	146,750	0.4278
<b>Subtotal</b>				<b>\$ 15,000,000</b>		<b>\$ 113,050,000</b>		<b>\$ 4,940,000</b>		<b>\$ 483,676</b>		
<i>Major Improvement Area</i>												
1	3	Retail	63,050	\$ 258	\$ 16,280,000	\$ 400	\$ 25,220,000	\$ 12.66	\$ 798,354.53	\$ 1.29	\$ 81,313	\$ 0.3224
1	4	Retail	63,829	258	16,481,144	400	25,531,600	12.66	\$ 808,218.42	1.29	82,318	0.3224
1	5	Office	164,000	35	5,730,000	350	57,400,000	11.08	\$ 1,817,032.12	1.13	185,066	0.3224
1	6	Office	144,000	50	7,190,000	350	50,400,000	11.08	\$ 1,595,442.83	1.13	162,497	0.3224
1	7	Office	31,500	143	4,510,000	350	11,025,000	11.08	\$ 349,003.12	1.13	35,546	0.3224
2	1	Multi-Family	350	31,000	10,850,000	225,000	78,750,000	7,122.51	\$ 2,492,879.43	725.43	253,901	0.3224
2	2	Office	50,000	63	3,170,000	350	17,500,000	11.08	\$ 553,973.21	1.13	56,422	0.3224
2	3	Office	50,000	73	3,660,000	350	17,500,000	11.08	\$ 553,973.21	1.13	56,422	0.3224
2	4	Retail	6,600	406	2,680,000	400	2,640,000	12.66	\$ 83,570.82	1.29	8,512	0.3224
3	1, 2	Townhomes	55	110,000	6,050,000	650,000	35,750,000	20,576.15	\$ 1,131,688.12	2,095.69	115,263	0.3224
3	3	Assisted Living	120	30,167	3,620,000	250,000	30,000,000	7,913.90	\$ 949,668.35	806.04	96,724	0.3224
3	4	Assisted Living	107	29,626	3,170,000	250,000	26,750,000	7,913.90	\$ 846,787.62	806.04	86,246	0.3224
3	5	Assisted Living	200	28,300	5,660,000	250,000	50,000,000	7,913.90	\$ 1,582,780.59	806.04	161,207	0.3224
4	1	Townhomes	133	110,000	11,000,000	650,000	86,450,000	20,576.15	\$ 2,736,627.64	2,095.69	278,727	0.3224
<b>Subtotal</b>				<b>\$ 100,051,144</b>		<b>\$ 514,916,600</b>		<b>\$ 16,300,000</b>		<b>\$ 1,660,164</b>		

**Footnotes**

[a] Per information provided by the Developer dated July 19, 2023.

[b] Per information provided by the Developer for the Q4 2025 Quarterly report.

[c] Pursuant to Section VI.C of the 2023 Service and Assessment Plan, upon the Owner's submission of a site plan, the City determined that the proposed development would result in an Assessment per Lot exceeding the applicable Maximum Assessment. Accordingly, within the provisions therein, the Major Improvement Area Assessment was reallocated among the Major Improvement Area Assessed Property within the site plan such that no Lot Type exceeds the Maximum Assessment provided by the 2023 Service and Assessment Plan. As a result, no prepayment is required at this time. The Assessment amounts shown in this Exhibit reflect the Assessment as adjusted following such True-Up and reallocation.

## EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Concept Plan			
Tract and Parcel	Lot Type	Outstanding Assessment <sup>[a]</sup>	Annual Installment Due 1/31/2027 <sup>[a]</sup>
Tract 1 Parcel1	Multi-Family	\$ 3,441,176.47	\$ 340,806.70
Tract 1 Parcel2	Office	\$ 1,498,823.53	\$ 148,440.25
Total		\$ 4,940,000.00	\$ 489,246.95

**Footnotes:**

[a] Improvement Area #1 Assessment will be levied on each Tract and Parcel within Improvement Area #1 as shown in this Improvement Area #1 Assessment Roll.

Property ID			
Property ID <sup>[a]</sup>	Area	Outstanding Assessment	Annual Installment Due 1/31/2027
2889157	Improvement Area#1	\$ 1,498,823.53	\$ 148,440.25
2889156	Improvement Area#1	\$ 3,441,176.47	\$ 340,806.70
Total		\$ 4,940,000.00	\$ 489,246.95

**Footnotes:**

[a] Property IDs as shown by Collin Central Appraisal District. Subject to change prior to billing.

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

Installment Due 1/31	Principal	Interest	Additional Interest	Annual Collection Costs	Total Annual Installment
2027	\$ 64,000.00	\$ 370,500.00	\$ 24,400.00	\$ 30,346.95	\$ 489,246.95
2028	\$ 68,000.00	\$ 365,700.00	\$ 24,080.00	\$ 27,895.96	\$ 485,675.96
2029	\$ 73,000.00	\$ 360,600.00	\$ 23,740.00	\$ 28,453.88	\$ 485,793.88
2030	\$ 78,000.00	\$ 355,125.00	\$ 23,375.00	\$ 29,022.96	\$ 485,522.96
2031	\$ 84,000.00	\$ 349,275.00	\$ 22,985.00	\$ 29,603.42	\$ 485,863.42
2032	\$ 89,000.00	\$ 342,975.00	\$ 22,565.00	\$ 30,195.48	\$ 484,735.48
2033	\$ 96,000.00	\$ 336,300.00	\$ 22,120.00	\$ 30,799.39	\$ 485,219.39
2034	\$ 103,000.00	\$ 329,100.00	\$ 21,640.00	\$ 31,415.38	\$ 485,155.38
2035	\$ 110,000.00	\$ 321,375.00	\$ 21,125.00	\$ 32,043.69	\$ 484,543.69
2036	\$ 118,000.00	\$ 313,125.00	\$ 20,575.00	\$ 32,684.56	\$ 484,384.56
2037	\$ 126,000.00	\$ 304,275.00	\$ 19,985.00	\$ 33,338.25	\$ 483,598.25
2038	\$ 136,000.00	\$ 294,825.00	\$ 19,355.00	\$ 34,005.02	\$ 484,185.02
2039	\$ 145,000.00	\$ 284,625.00	\$ 18,675.00	\$ 34,685.12	\$ 482,985.12
2040	\$ 156,000.00	\$ 273,750.00	\$ 17,950.00	\$ 35,378.82	\$ 483,078.82
2041	\$ 168,000.00	\$ 262,050.00	\$ 17,170.00	\$ 36,086.40	\$ 483,306.40
2042	\$ 180,000.00	\$ 249,450.00	\$ 16,330.00	\$ 36,808.13	\$ 482,588.13
2043	\$ 194,000.00	\$ 235,950.00	\$ 15,430.00	\$ 37,544.29	\$ 482,924.29
2044	\$ 208,000.00	\$ 221,400.00	\$ 14,460.00	\$ 38,295.17	\$ 482,155.17
2045	\$ 224,000.00	\$ 205,800.00	\$ 13,420.00	\$ 39,061.08	\$ 482,281.08
2046	\$ 240,000.00	\$ 189,000.00	\$ 12,300.00	\$ 39,842.30	\$ 481,142.30
2047	\$ 259,000.00	\$ 171,000.00	\$ 11,100.00	\$ 40,639.15	\$ 481,739.15
2048	\$ 278,000.00	\$ 151,575.00	\$ 9,805.00	\$ 41,451.93	\$ 480,831.93
2049	\$ 299,000.00	\$ 130,725.00	\$ 8,415.00	\$ 42,280.97	\$ 480,420.97
2050	\$ 322,000.00	\$ 108,300.00	\$ 6,920.00	\$ 43,126.59	\$ 480,346.59
2051	\$ 347,000.00	\$ 84,150.00	\$ 5,310.00	\$ 43,989.12	\$ 480,449.12
2052	\$ 373,000.00	\$ 58,125.00	\$ 3,575.00	\$ 44,868.90	\$ 479,568.90
2053	\$ 402,000.00	\$ 30,150.00	\$ 1,710.00	\$ 45,766.28	\$ 479,626.28
<b>Total</b>	<b>\$ 4,940,000.00</b>	<b>\$ 6,699,225.00</b>	<b>\$ 438,515.00</b>	<b>\$ 969,629.18</b>	<b>\$ 13,047,369.18</b>

**Footnotes:**

[a] Interest is calculated at a 7.500% rate.

[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.

## EXHIBIT G-1 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Concept Plan			
Tract and Parcel	Lot Type	Outstanding Assessment <sup>[a]</sup>	Annual Installment Due 1/31/2027 <sup>[a]</sup>
Tract 1 Parcel 3	Retail	\$ 798,354.53	\$ 82,665.18
Tract 1 Parcel 4	Retail	\$ 808,218.42	\$ 83,686.53
Tract 1 Parcel 5	Office	\$ 1,817,032.12	\$ 188,143.58
Tract 1 Parcel 6	Office	\$ 1,595,442.83	\$ 165,199.24
Tract 1 Parcel 7	Office	\$ 349,003.12	\$ 36,137.33
Tract 2 Parcel 1	Multi-Family	\$ 2,492,879.43	\$ 258,123.82
Tract 2 Parcel 2	Office	\$ 553,973.21	\$ 57,360.85
Tract 2 Parcel 3	Office	\$ 553,973.21	\$ 57,360.85
Tract 2 Parcel 4	Retail	\$ 83,570.82	\$ 8,653.29
Tract 3 Parcels 1 & 2	Townhomes	\$ 1,131,688.12	\$ 117,180.02
Tract 3 Parcel 3	Assisted Living	\$ 949,668.35	\$ 98,332.88
Tract 3 Parcel 4	Assisted Living	\$ 846,787.62	\$ 87,680.15
Tract 3 Parcel 5	Assisted Living	\$ 1,582,780.59	\$ 163,888.14
Tract 4 Parcel 1	Townhomes	\$ 2,736,627.64	\$ 283,362.59
Total		\$ 16,300,000.00	\$ 1,687,774.45

**Footnotes:**

[a] The Major Improvement Area Assessment will be levied on each Tract and Parcel within the Major Improvement Area as shown in this Major Improvement Area Assessment Roll. See Concept Plan attached hereto as Exhibit D.

Property ID			
Property ID <sup>[a]</sup>	Area	Outstanding Assessment	Annual Installment Due 1/31/2027
2138041	Major Improvement Area	\$ 137,785.61	\$ 14,266.93
2669178	Major Improvement Area	\$ 7,109,766.72	\$ 736,176.85
2889158	Major Improvement Area	\$ 3,761,478.07	\$ 389,480.16
2889159	Major Improvement Area	\$ 1,606,572.95	\$ 166,351.70
2889162	Major Improvement Area	\$ 3,529,742.27	\$ 365,485.20
2903479	Major Improvement Area	\$ 154,654.39	\$ 16,013.60
2963644	Major Improvement Area	\$ -	\$ -
2963646	Major Improvement Area	\$ -	\$ -
Total		\$ 16,300,000.00	\$ 1,687,774.45

**Footnotes:**

[a] Property IDs as shown by Collin Central Appraisal District. Subject to change prior to billing.

**EXHIBIT G-2 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS**

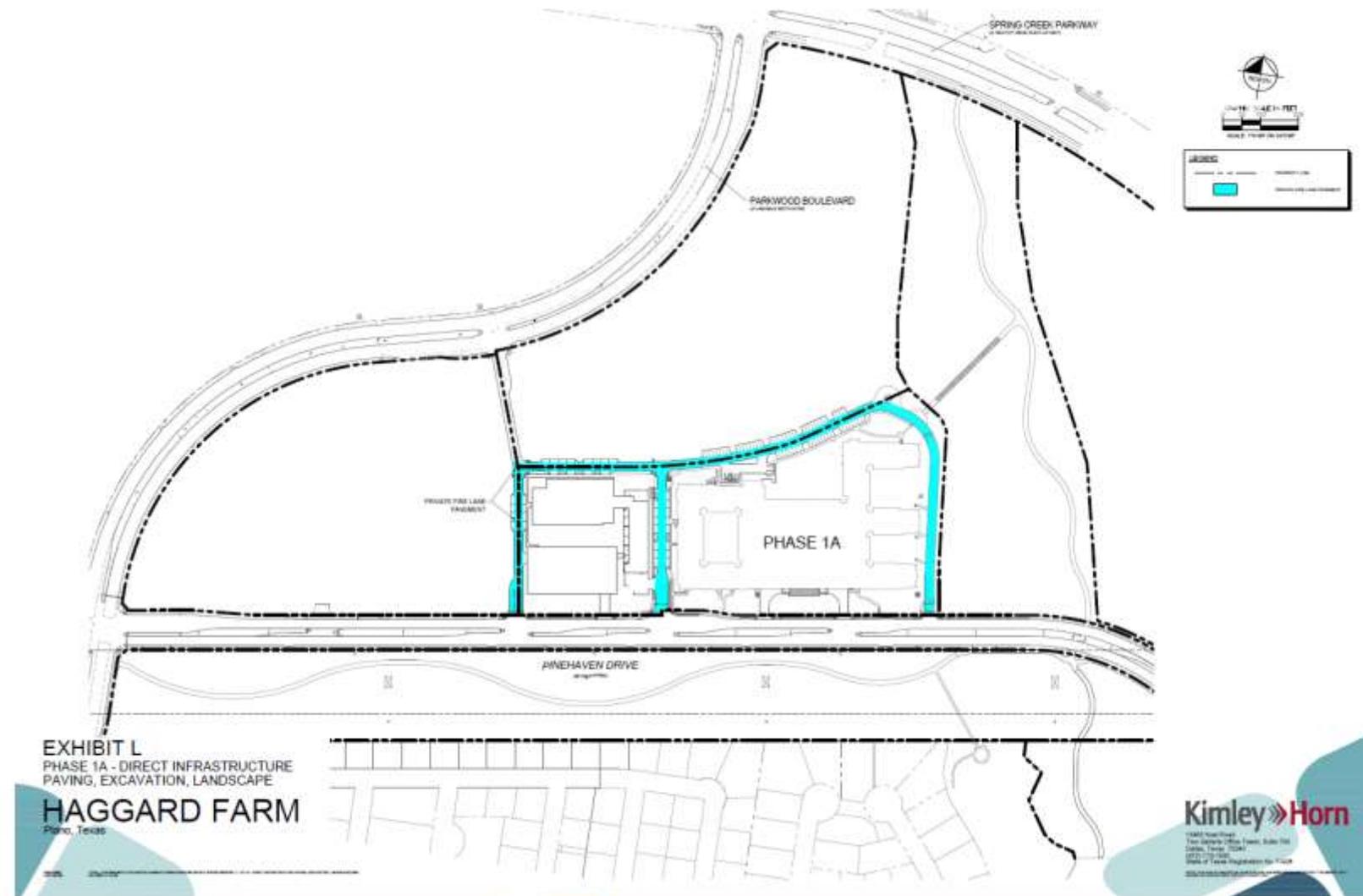
Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment <sup>[b]</sup>
2027	\$ 171,000.00	\$ 1,370,482.50	\$ 80,710.00	\$ 65,581.95	\$ 1,687,774.45
2028	\$ 185,000.00	\$ 1,356,375.00	\$ 79,855.00	\$ 56,059.68	\$ 1,677,289.68
2029	\$ 201,000.00	\$ 1,341,112.50	\$ 78,930.00	\$ 57,180.87	\$ 1,678,223.37
2030	\$ 218,000.00	\$ 1,324,530.00	\$ 77,925.00	\$ 58,324.49	\$ 1,678,779.49
2031	\$ 236,000.00	\$ 1,306,545.00	\$ 76,835.00	\$ 59,490.98	\$ 1,678,870.98
2032	\$ 256,000.00	\$ 1,287,075.00	\$ 75,655.00	\$ 60,680.80	\$ 1,679,410.80
2033	\$ 277,000.00	\$ 1,265,955.00	\$ 74,375.00	\$ 61,894.42	\$ 1,679,224.42
2034	\$ 301,000.00	\$ 1,243,102.50	\$ 72,990.00	\$ 63,132.30	\$ 1,680,224.80
2035	\$ 326,000.00	\$ 1,218,270.00	\$ 71,485.00	\$ 64,394.95	\$ 1,680,149.95
2036	\$ 354,000.00	\$ 1,191,375.00	\$ 69,855.00	\$ 65,682.85	\$ 1,680,912.85
2037	\$ 384,000.00	\$ 1,162,170.00	\$ 68,085.00	\$ 66,996.51	\$ 1,681,251.51
2038	\$ 416,000.00	\$ 1,130,490.00	\$ 66,165.00	\$ 68,336.44	\$ 1,680,991.44
2039	\$ 452,000.00	\$ 1,096,170.00	\$ 64,085.00	\$ 69,703.17	\$ 1,681,958.17
2040	\$ 491,000.00	\$ 1,058,880.00	\$ 61,825.00	\$ 71,097.23	\$ 1,682,802.23
2041	\$ 533,000.00	\$ 1,018,372.50	\$ 59,370.00	\$ 72,519.17	\$ 1,683,261.67
2042	\$ 578,000.00	\$ 974,400.00	\$ 56,705.00	\$ 73,969.56	\$ 1,683,074.56
2043	\$ 628,000.00	\$ 926,715.00	\$ 53,815.00	\$ 75,448.95	\$ 1,683,978.95
2044	\$ 682,000.00	\$ 874,905.00	\$ 50,675.00	\$ 76,957.93	\$ 1,684,537.93
2045	\$ 742,000.00	\$ 816,935.00	\$ 47,265.00	\$ 78,497.09	\$ 1,684,697.09
2046	\$ 808,000.00	\$ 753,865.00	\$ 43,555.00	\$ 80,067.03	\$ 1,685,487.03
2047	\$ 879,000.00	\$ 685,185.00	\$ 39,515.00	\$ 81,668.37	\$ 1,685,368.37
2048	\$ 957,000.00	\$ 610,470.00	\$ 35,120.00	\$ 83,301.73	\$ 1,685,891.73
2049	\$ 1,042,000.00	\$ 529,125.00	\$ 30,335.00	\$ 84,967.77	\$ 1,686,427.77
2050	\$ 1,135,000.00	\$ 440,555.00	\$ 25,125.00	\$ 86,667.12	\$ 1,687,347.12
2051	\$ 1,236,000.00	\$ 344,080.00	\$ 19,450.00	\$ 88,400.47	\$ 1,687,930.47
2052	\$ 1,346,000.00	\$ 239,020.00	\$ 13,270.00	\$ 90,168.48	\$ 1,688,458.48
2053	\$ 1,466,000.00	\$ 124,610.00	\$ 6,540.00	\$ 91,971.85	\$ 1,689,121.85
<b>Total</b>	<b>\$ 16,300,000.00</b>	<b>\$ 25,690,770.00</b>	<b>\$ 1,499,515.00</b>	<b>\$ 1,953,162.13</b>	<b>\$ 45,443,447.13</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

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



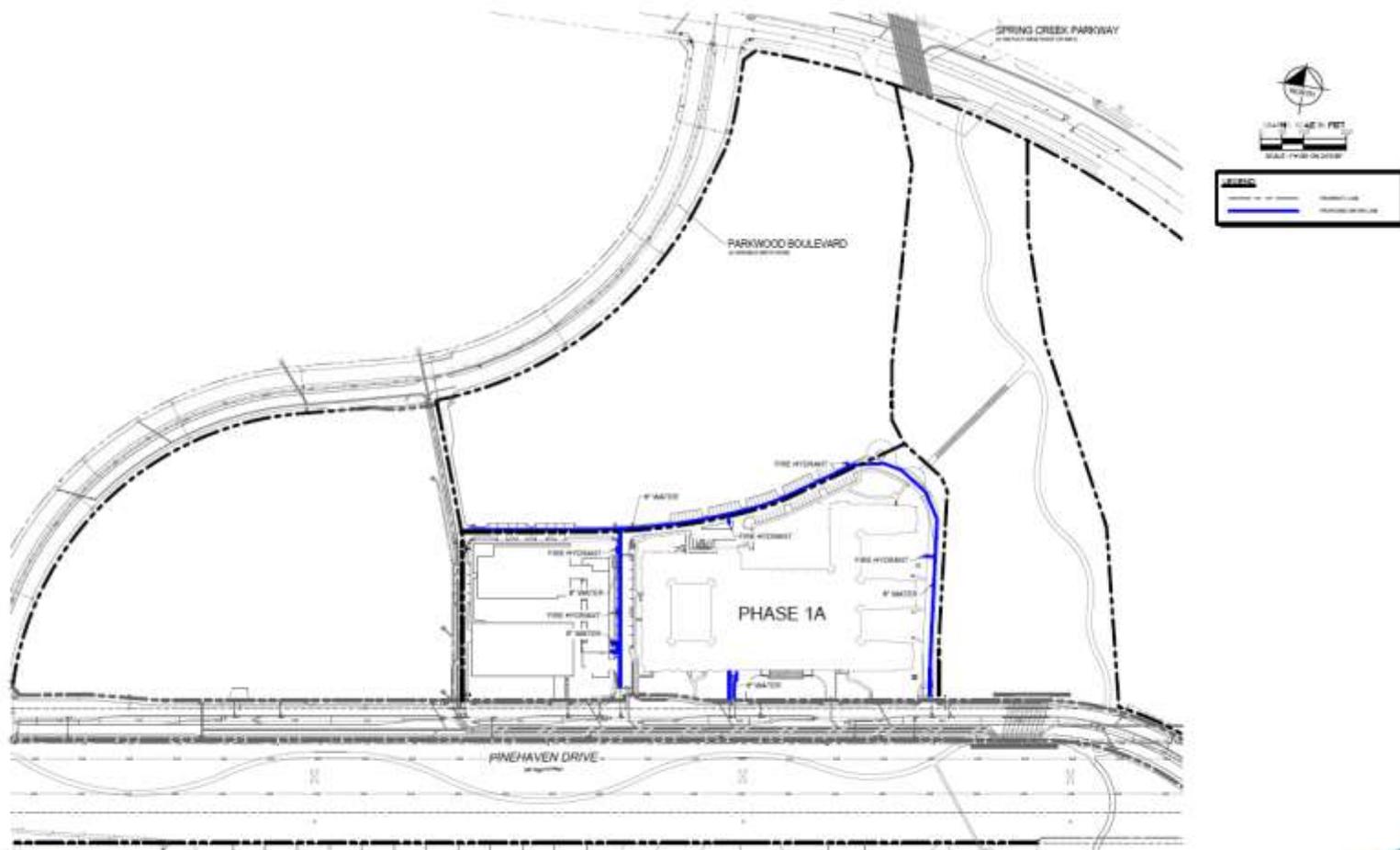
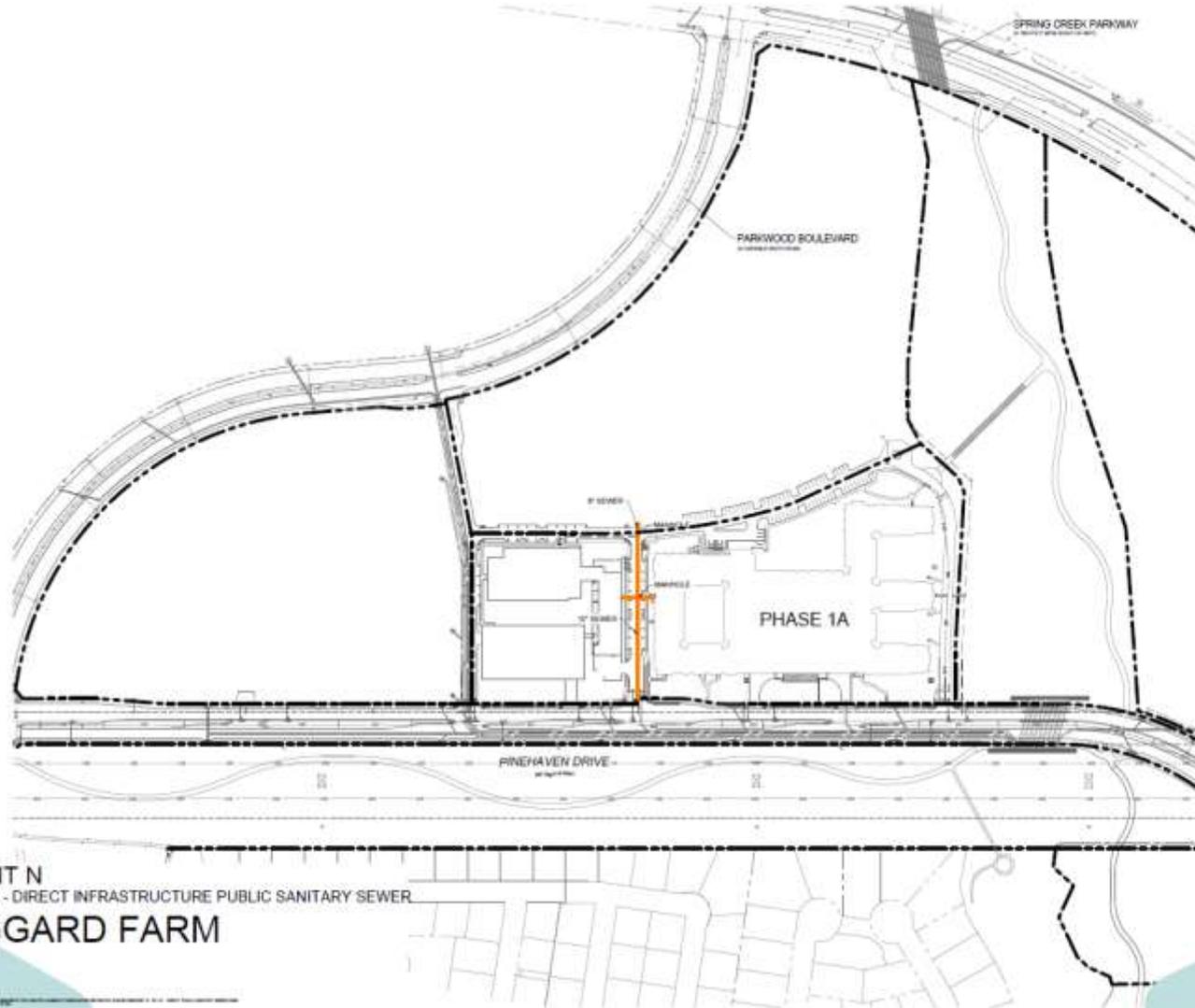


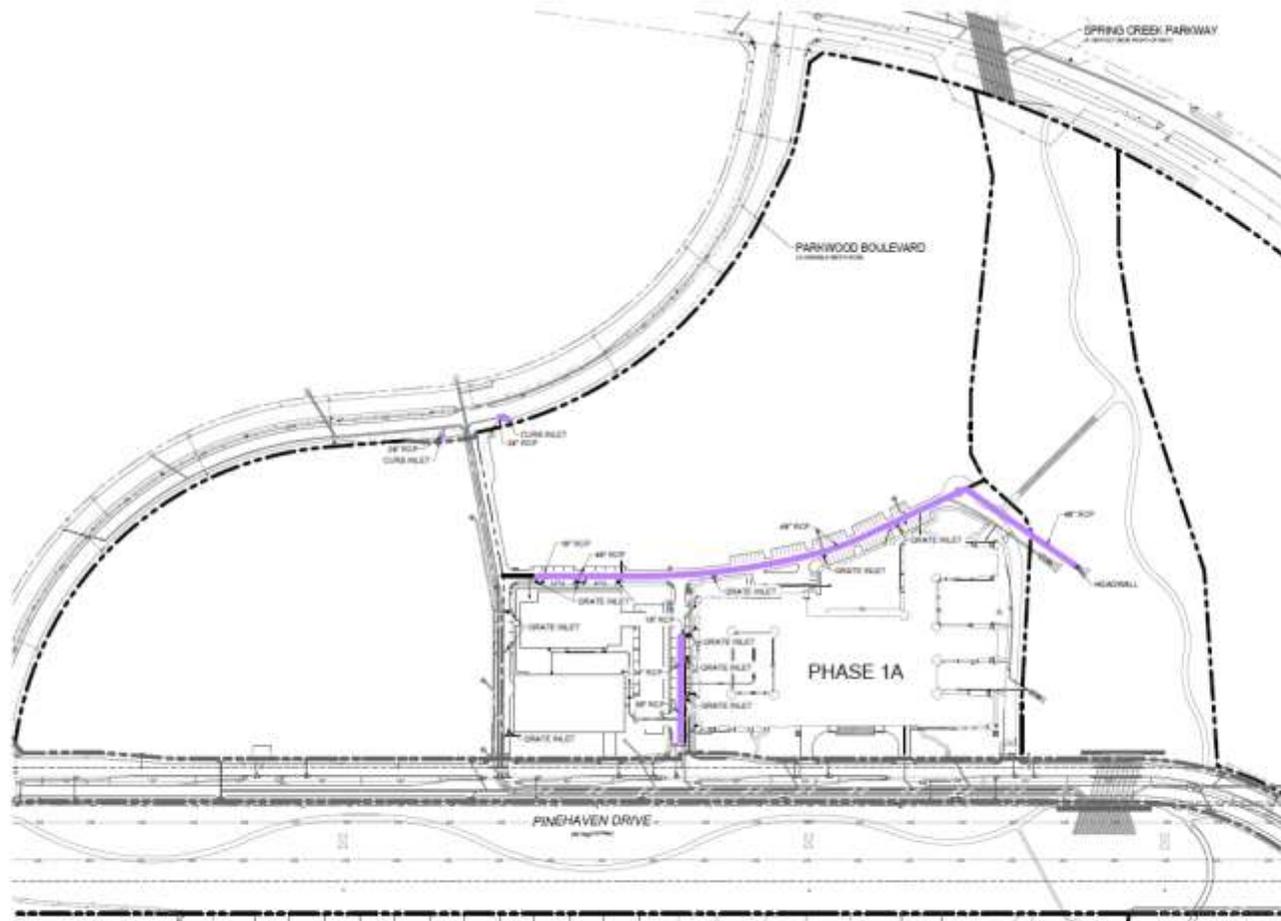
EXHIBIT M  
 PHASE 1A - DIRECT INFRASTRUCTURE PUBLIC WATER

**HAGGARD FARM**  
 Plano, Texas

**Kimley Horn**

1440 East Street  
 Two Oaks Office Tower, Suite 300  
 Dallas, Texas 75244  
 (972) 771-0800  
 State of Texas Registration No. 47-406  
 www.kimleyhorn.com



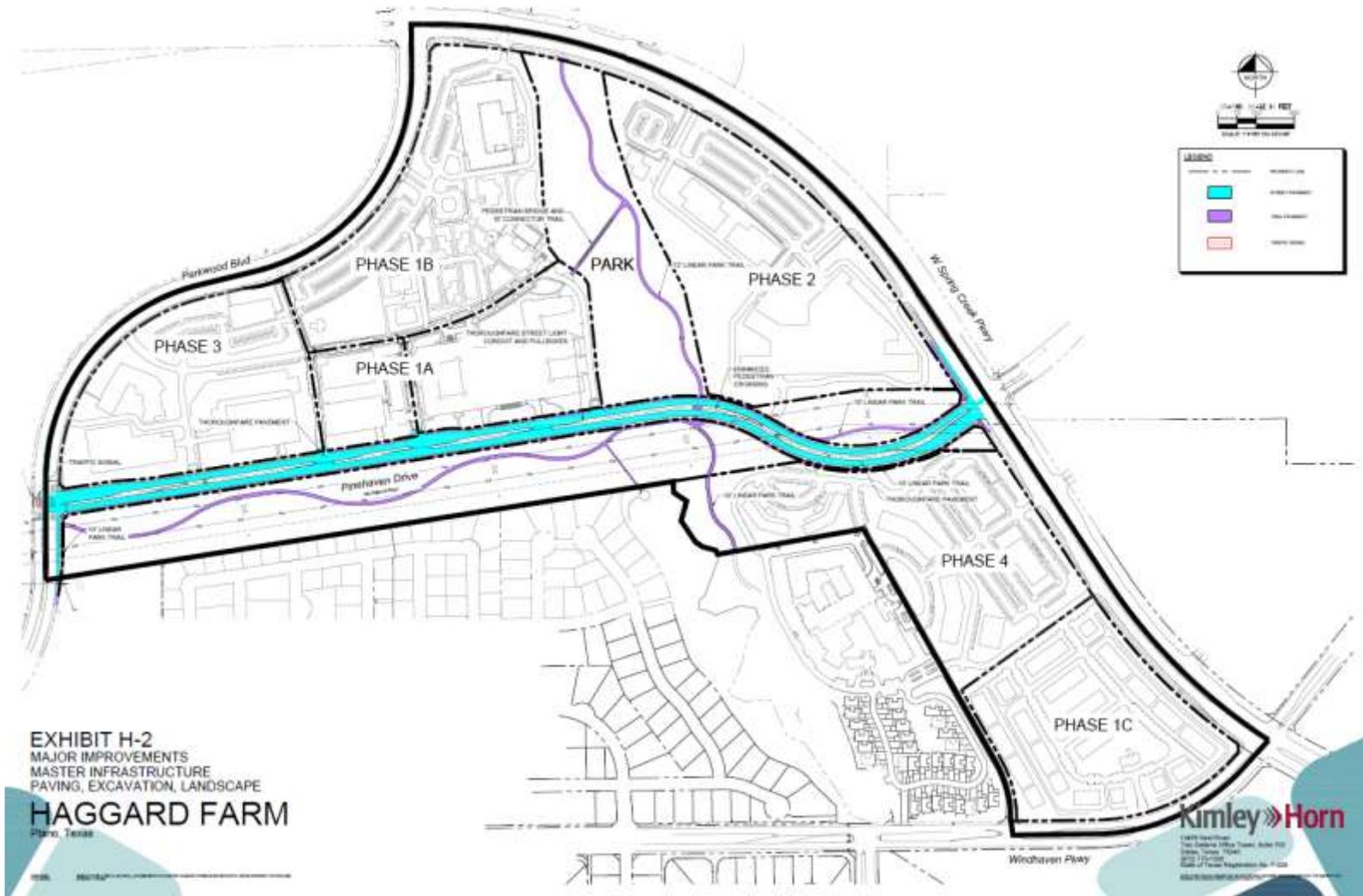


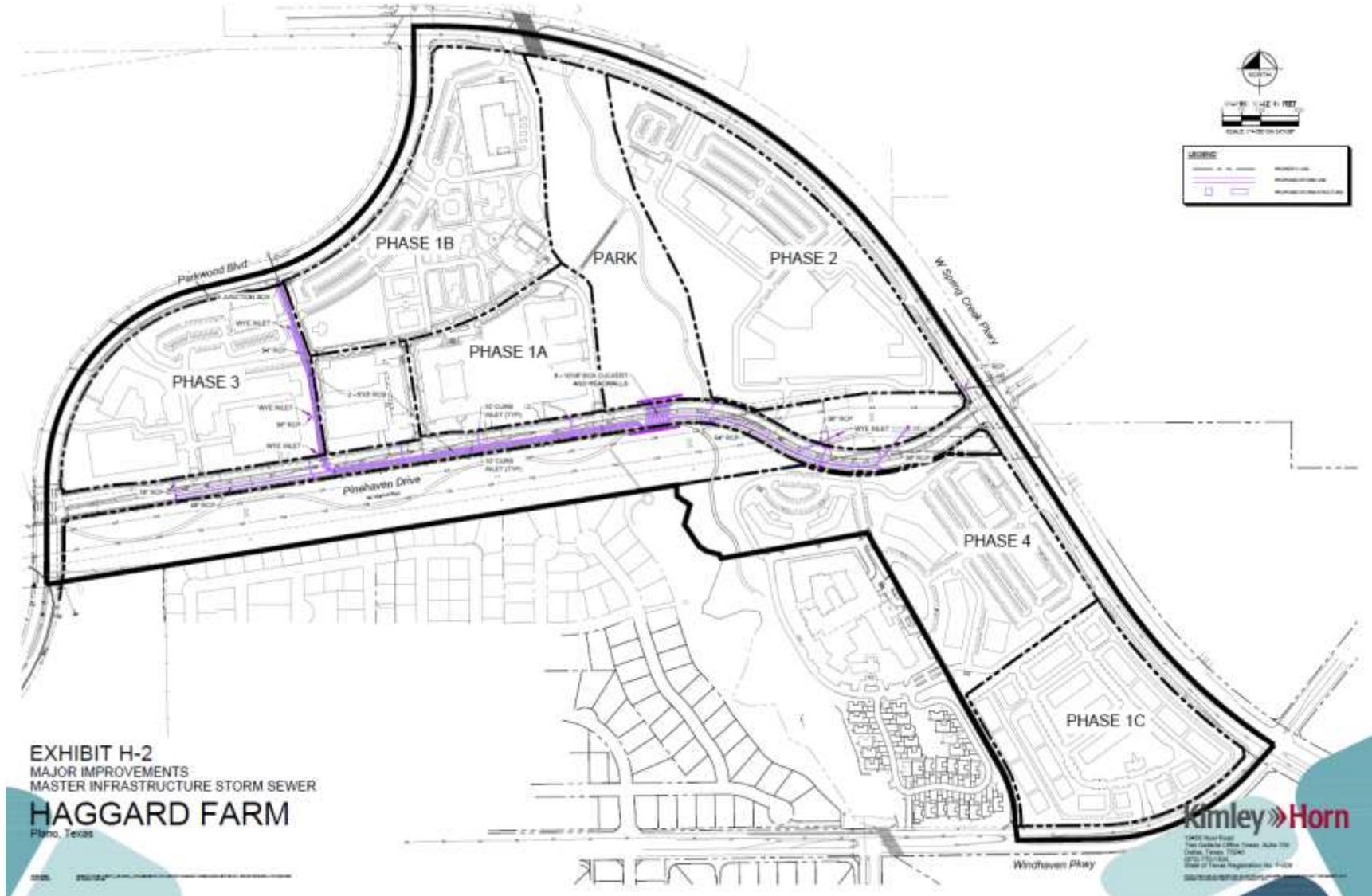
  
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 ROAD: 1" = 100'-0"  
**LEGEND**  
 --- PROPOSED  
 --- EXISTING

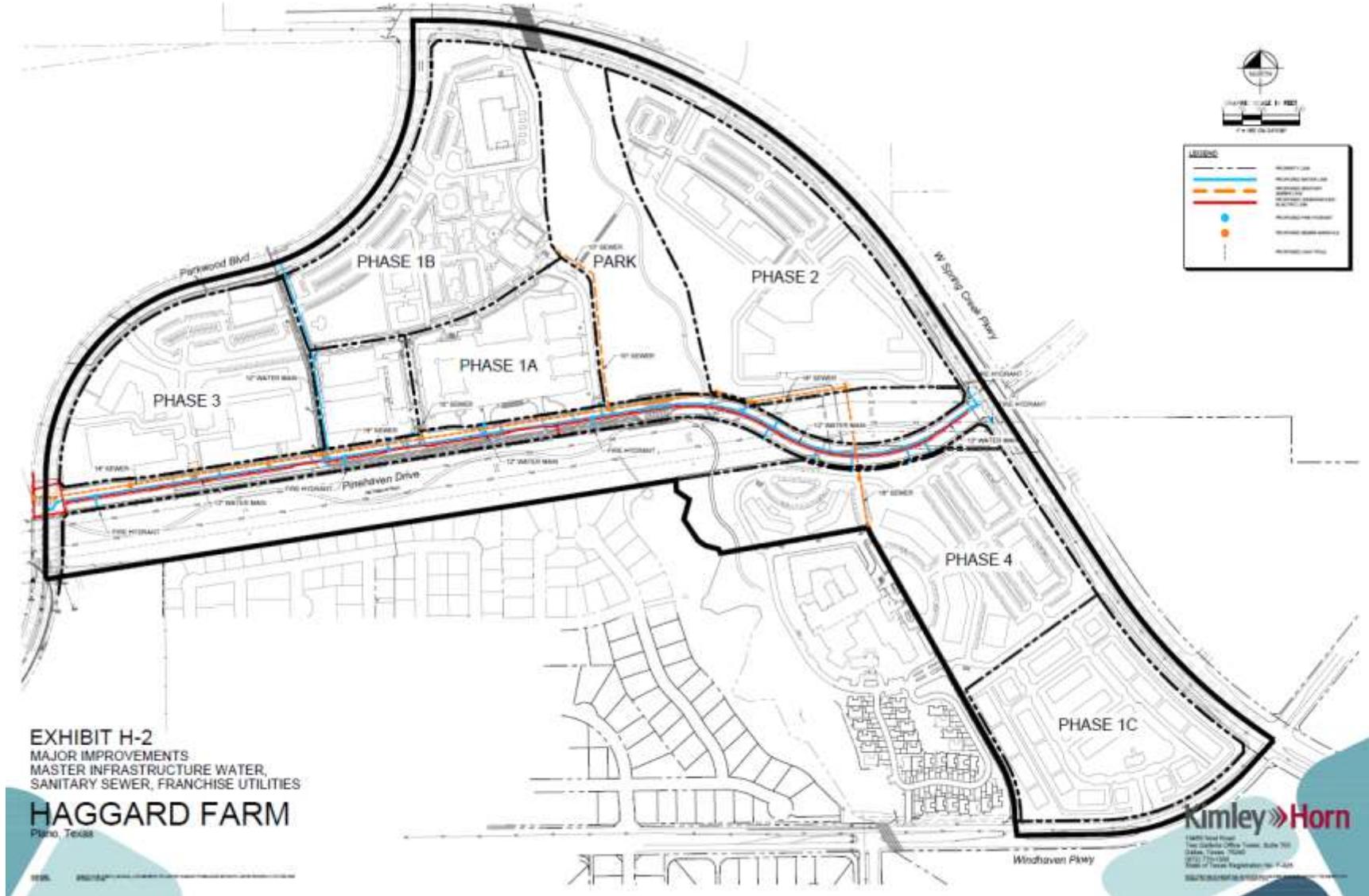
EXHIBIT O  
 PHASE 1A - DIRECT INFRASTRUCTURE PUBLIC STORM  
**HAGGARD FARM**  
 Plano, Texas

**Kimley Horn**  
 14005 North Ridge  
 Fort Worth, TX 76134  
 Dallas, Texas 75244  
 817.774.4000  
 www.kimley-horn.com

## EXHIBIT H-2 – MAPS OF MAJOR IMPROVEMENTS







**EXHIBIT I – FORM OF NOTICE OF ASSESSMENT TERMINATION**



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

[Date]  
Collin County Clerk's Office  
Honorable [County Clerk]  
Collin County Administration Building  
2300 Bloomdale Rd, #2106  
McKinney, TX 75071

**Re: City of Plano Lien Release documents for filing**

Dear Ms./Mr. [County Clerk]

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

City of Plano  
Attn: City Secretary  
1520 K Ave  
Plano, TX 75074

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

Sincerely,  
[Signature]

P3Works, LLC  
(817) 393-0353  
Admin@P3-Works.com  
www.P3-Works.com





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

### DEBT SERVICE REQUIREMENTS

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

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024 <sup>(1)</sup>	\$ -	\$ 307,292	\$ 307,292
2025 <sup>(1)</sup>	-	375,000	375,000
2026	60,000	375,000	435,000
2027	64,000	370,500	434,500
2028	68,000	365,700	433,700
2029	73,000	360,600	433,600
2030	78,000	355,125	433,125
2031	84,000	349,275	433,275
2032	89,000	342,975	431,975
2033	96,000	336,300	432,300
2034	103,000	329,100	432,100
2035	110,000	321,375	431,375
2036	118,000	313,125	431,125
2037	126,000	304,275	430,275
2038	136,000	294,825	430,825
2039	145,000	284,625	429,625
2040	156,000	273,750	429,750
2041	168,000	262,050	430,050
2042	180,000	249,450	429,450
2043	194,000	235,950	429,950
2044	208,000	221,400	429,400
2045	224,000	205,800	429,800
2046	240,000	189,000	429,000
2047	259,000	171,000	430,000
2048	278,000	151,575	429,575
2049	299,000	130,725	429,725
2050	322,000	108,300	430,300
2051	347,000	84,150	431,150
2052	373,000	58,125	431,125
2053	402,000	30,150	432,150
<b>Total<sup>(2)</sup></b>	<b>\$5,000,000</b>	<b>\$7,756,517</b>	<b>\$12,756,517</b>

<sup>(1)</sup> Interest due in 2024 and 2025 will be funded with amounts on deposit in the Capitalized Interest Account.

<sup>(2)</sup> Totals may not add due to rounding.

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

### DEBT SERVICE REQUIREMENTS

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

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024 <sup>(1)</sup>	\$ -	\$ 1,133,716	\$ 1,133,716
2025 <sup>(1)</sup>	-	1,383,518	1,383,518
2026	158,000	1,383,518	1,541,518
2027	171,000	1,370,483	1,541,483
2028	185,000	1,356,375	1,541,375
2029	201,000	1,341,113	1,542,113
2030	218,000	1,324,530	1,542,530
2031	236,000	1,306,545	1,542,545
2032	256,000	1,287,075	1,543,075
2033	277,000	1,265,955	1,542,955
2034	301,000	1,243,103	1,544,103
2035	326,000	1,218,270	1,544,270
2036	354,000	1,191,375	1,545,375
2037	384,000	1,162,170	1,546,170
2038	416,000	1,130,490	1,546,490
2039	452,000	1,096,170	1,548,170
2040	491,000	1,058,880	1,549,880
2041	533,000	1,018,373	1,551,373
2042	578,000	974,400	1,552,400
2043	628,000	926,715	1,554,715
2044	682,000	874,905	1,556,905
2045	742,000	816,935	1,558,935
2046	808,000	753,865	1,561,865
2047	879,000	685,185	1,564,185
2048	957,000	610,470	1,567,470
2049	1,042,000	529,125	1,571,125
2050	1,135,000	440,555	1,575,555
2051	1,236,000	344,080	1,580,080
2052	1,346,000	239,020	1,585,020
2053	1,466,000	124,610	1,590,610
<b>Total<sup>(2)</sup></b>	<b>\$16,458,000</b>	<b>\$29,591,521</b>	<b>\$46,049,521</b>

<sup>(1)</sup> Interest due in 2024 and 2025 will be funded with amounts on deposit in the Capitalized Interest Account.

<sup>(2)</sup> Totals may not add due to rounding.

## EXHIBIT K-1 – DISTRICT LEGAL DESCRIPTION

### ZONING DESCRIPTION

142.49 ACRES

**BEING** a tract of land situated in the Maria Cantalina Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas; and being part of Windhaven Parkway, Spring Creek Parkway and Parkwood Boulevard and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2523, Page 172 of the Land Records of Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2739, Page 967 of said Land Records and being part of a tract of land described in Special Warranty Deed, Bill of Sale and Assignment to Acres of Sunshine, LTD. recorded in Volume 4227, Page 835 of the Land Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Windhaven Parkway (a variable width right-of-way);

**THENCE** with said centerline of Windhaven Parkway, the following courses and distances:

South 42°22'41" West, a distance of 158.86 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 46°00'40", a radius of 800.00 feet, a chord bearing and distance of South 66°13'45" West, 625.31 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 642.44 feet to a point for corner;

South 89°14'05" West, a distance of 337.88 feet to a point for corner;

**THENCE** said centerline of Windhaven Parkway, the following courses and distances:

North 0°00'00" East, a distance of 63.50 feet to a point at the beginning of a tangent curve to the left having a central angle of 29°35'57", a radius of 450.00 feet, a chord bearing and distance of North 14°47'58" West, 229.89 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 232.47 feet to a point for corner;

North 29°36'05" West, a distance of 1011.83 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 5°58'43", a radius of 441.64 feet, a chord bearing and distance of North 27°16'14" West, 46.06 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 46.08 feet to a point for corner;

South 80°03'46" West, a distance of 584.73 feet to a point in the east line of Lot 58, Block A, Common Open Space, Avignon Windhaven, Phase 3 an addition to the City of Plano according to the plat recorded in Instrument No. 20111209010002540 of the Official Public Records of Collin County, Texas; and being in the approximate centerline of Creek Number 5B29;

**THENCE** with the east line of said Lot 58 and said approximate centerline of Creek Number 5B29, the following courses and distances:

North 24°50'38" West, a distance of 17.56 feet to a point for corner;  
North 75°15'49" West, a distance of 53.86 feet to a point for corner;  
North 55°19'20" West, a distance of 34.91 feet to a point for corner;  
North 33°59'39" West, a distance of 99.90 feet to a point for corner;  
North 15°48'40" East, a distance of 80.20 feet to a point for corner;  
North 56°15'56" West, a distance of 62.96 feet to a point for corner;  
North 0°28'11" West, a distance of 42.59 feet to the northeast corner of said Lot 58;

**THENCE** with the north line of said Block A, Avignon Windhaven, Phase 3, South 81°04'33" West, passing at a distance of 691.05 feet the northwest corner of said Block A, Avignon Windhaven, Phase 3 and the northeast corner of Lot 38, Block A, Avignon Windhaven, Phase 2 an addition to the City of Plano according to the plat recorded in Instrument No. 20091008010002560 of the Official Public Records of Collin County, Texas, continuing with north line of said Block A, Avignon Windhaven, Phase 2, passing at a distance of 1126.56 feet the northwest corner of said Block A, Avignon Windhaven, Phase 2 and the northeast corner of Lot 31, Block A, Avignon Windhaven, Phase 1 an addition to the City of Plano according to the plat recorded in Cabinet R, Slide 205 of the Map Records of Collin County, Texas, continuing with the north line of said Block A, Avignon Windhaven, Phase 1, passing at a distance of 2040.83 feet the northeast corner of said Block A, Avignon Windhaven, Phase 1, continuing in all a total distance of 2505.50 feet to a point for corner in said centerline of Parkwood Boulevard; said point also being at the beginning of a non-tangent curve to the left having a central angle of 2°41'09", a radius of 774.92 feet, a chord bearing and distance of North 1°21'12" East, 36.32 feet;

**THENCE** with said centerline of Parkwood Boulevard, the following courses and distances:

In a northeasterly direction, with said curve to the left, an arc distance of 36.32 feet to a point at the end of said curve;  
North 0°00'44" East, a distance of 359.06 feet to a point at the beginning of a tangent curve to the right having a central angle of 76°22'01", a radius of 789.72 feet, a chord bearing and distance of North 38°11'45" East, 976.38 feet;  
In a northeasterly direction, with said curve to the right, an arc distance of 1052.58 feet to a point at the end of said curve;  
North 76°22'45" East, a distance of 230.20 feet to a point at the beginning of a tangent curve to the left having a central angle of 76°59'40", a radius of 805.00 feet, a chord bearing and distance of North 37°52'55" East, 1002.19 feet;  
In a northeasterly direction, with said curve to the left, an arc distance of 1081.76 feet to a point at the end of said curve;  
North 0°36'55" West, a distance of 180.53 feet to at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Parkwood Boulevard (a variable width right-of-way);

**THENCE** with said centerline of Spring Creek Parkway, the following course and distances:

North 89°12'46" East, a distance of 47.67 feet to a point at the beginning of a tangent curve to the right having a central angle of 57°23'42", a radius of 2270.36 feet, a chord bearing and distance of South 62°05'23" East, 2180.39 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 2274.29 feet to a point for corner;

South 33°23'29" East, a distance of 1403.39 feet to a point at the beginning of a tangent curve to the left having a central angle of 23°53'29", a radius of 2153.93 feet, a chord bearing and distance of South 45°20'14" East, 891.66 feet;

In a southeasterly direction with said curve to the left, an arc distance of 898.15 feet to the **POINT OF BEGINNING** and containing 142.49 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

## EXHIBIT K-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

### PROPERTY DESCRIPTION

**BEING** a tract of land situated in the Maria Cantalina Vela Survey, Abstract No. 935, Collin County, Texas and being all of Lot 1, Block A, and Lot 2, Block A, Haggard Farm Almanac Addition, an addition to the City of Plano, according to the plat recorded in Instrument No. 2023-461, Official Public Records, Collin County, Texas, and being part of a called 108.9 acre tract of land described in Special Warranty Deed to Acres of Sunshine, Ltd., recorded in Volume 4227, Page 835, Deed Records, Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at an aluminum disk found in the east right-of-way line of Parkwood Boulevard (a variable width right-of-way), and in the north line of Lot 3, Block A, of said Haggard Farm Almanac Addition;

**THENCE** with said east right-of-way line of Parkwood Boulevard, North 76°22'45" East, a distance of 172.77 feet to the common corner of said Lot 3 and a called 0.0255 acre tract for Parkwood Boulevard right-of-way reservation according to said Haggard Farm Almanac Addition, and being the beginning of a non-tangent curve to the right, with a radius of 241.00 feet, a central angle of 03°40'34", and a chord bearing and distance of North 86°55'27" East, 15.46 feet, from which an aluminum disk found bears North 76°22'45" East, a distance of 57.43 feet;

**THENCE** with the common line of said 0.0255 acre tract and said Lot 3, the following courses and distances;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 15.46 feet to the beginning of a reverse curve to the left, with a radius of 259.00 feet, a central angle of 13°38'01", and a chord bearing and distance of North 81°56'43" East, 61.48 feet;  
In an easterly direction, with said reverse curve to the left, an arc distance of 61.63 feet to the beginning of a compound curve to the left, with a radius of 869.00 feet, a central angle of 04°51'53", and a chord bearing and distance of North 72°41'46" East, 73.76 feet;  
In a northeasterly direction, with said compound curve to the left, an arc distance of 73.78 feet to a point for the southeast corner of said 0.0255 acre tract and in the common line of said Lots 3 and 4, of said Haggard Farm Almanac Addition;

**THENCE** with said common line of Lots 3 and 4, the following courses and distances:

South 19°44'10" East, a distance of 302.45 feet to the beginning of a tangent curve to the right, with a radius of 100.00 feet, a central angle of 00°52'49", and a chord bearing and distance of South 19°17'46" East, 1.54 feet;  
In a southeasterly direction, with said tangent curve to the left, an arc distance of 1.54 feet to the common corner of said Lots 2 and 4, said point also being the **POINT OF BEGINNING**;

**THENCE** departing said common line of Lots 2 and 3 and with the common line of said Lots 1 and 2, the following courses and distances:

North 81°03'52" East, a distance of 294.00 feet to the beginning of a tangent curve to the left, with a radius of 1,500.00 feet, a central angle of 15°11'13", and a chord bearing and distance of North 73°28'15" East, 396.43 feet;

In a northeasterly direction, with said tangent curve to the left, passing at an arc distance of 86.56 feet, the common corner of said Lots 1 and 2, continuing for a total arc distance of 397.59 feet to the beginning of a compound curve to the left with a radius of 500.00 feet, a central angle of 09°48'47", and a chord bearing and distance of North 60°58'15" East, 85.53 feet;

In a northeasterly direction, with said compound curve to the left, an arc distance of 85.63 feet to a point for corner;

North 56°03'52" East, a distance of 293.71 feet to the common corner of said Lots 1 and 4, in the west line of Lot 6, Block A of said Haggard Farm Almanac Addition;

**THENCE** with the common line of said Lots 1 and 6, the following courses and distances:

South 57°02'39" East, a distance of 115.48 feet to a point for corner;

South 31°23'23" East, a distance of 36.06 feet to a point for corner;

South 05°44'07" East, a distance of 360.88 feet to a point for corner;

South 08°56'08" East, a distance of 126.41 feet to the common corner of said Lots 1 and 6, in the north line of a called 8.1082 acre tract for Pinehaven Drive right-of-way reservation according to said Haggard Farm Almanac Addition;

**THENCE** with the common line of said 8.1082 acre tract and said Lot 1, the following courses and distances:

South 81°03'52" West, a distance of 525.67 feet to the beginning of a tangent curve to the right, with a radius of 238.00 feet, a central angle of 12°34'41", and a chord bearing and distance of South 87°21'12" West, 52.14 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 52.25 feet to the beginning of a reverse curve to the left, with a radius of 262.00 feet, a central angle of 12°34'41", and a chord bearing and distance of South 87°21'12" West, 57.40 feet;

In a westerly direction, with said reverse curve to the left, an arc distance of 57.52 feet to a point for corner;

South 81°03'52" West, a distance of 98.00 feet to the southwest corner of said Lot 1, in the east line of said Lot 2;

**THENCE** with the common line of said 8.1082 acre tract and Lot 2, the following courses and distances:

South 08°56'08" East, a distance of 12.00 feet to the southeast corner of said Lot 2;

South 81°03'52" West, a distance of 379.02 feet to the southwest corner of said Lot 2;

**THENCE** departing said north line of the 8.1082 acre tract and with the common line of said Lots 2 and 3, the following courses and distances:

North 08°56'08" West, a distance of 374.04 feet to the beginning of a tangent curve to the left, with a radius of 100.00 feet, a central angle of 9°55'14", and a chord bearing and distance of North 13°53'45" East, 17.29 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 17.31 feet to the **POINT OF BEGINNING** and containing 501,105 square feet or 11.5039 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

## EXHIBIT K-3 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

130.9861 ACRES

**BEING** a tract of land situated in the Maria Cantalina Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas; and being part of Windhaven Parkway, Spring Creek Parkway and Parkwood Boulevard and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2523, Page 172 of the Land Records of Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2739, Page 967 of said Land Records and being part of a tract of land described in Special Warranty Deed, Bill of Sale and Assignment to Acres of Sunshine, LTD. recorded in Volume 4227, Page 835 of the Land Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Windhaven Parkway (a variable width right-of-way);

**THENCE** with said centerline of Windhaven Parkway, the following courses and distances:

South 42°22'41" West, a distance of 158.86 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 46°00'40", a radius of 800.00 feet, a chord bearing and distance of South 66°13'45" West, 625.31 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 642.44 feet to a point for corner;

South 89°14'05" West, a distance of 337.88 feet to a point for corner;

**THENCE** said centerline of Windhaven Parkway, the following courses and distances:

North 0°00'00" East, a distance of 63.50 feet to a point at the beginning of a tangent curve to the left having a central angle of 29°35'57", a radius of 450.00 feet, a chord bearing and distance of North 14°47'58" West, 229.89 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 232.47 feet to a point for corner;

North 29°36'05" West, a distance of 1011.83 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 5°58'43", a radius of 441.64 feet, a chord bearing and distance of North 27°16'14" West, 46.06 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 46.08 feet to a point for corner;

South 80°03'46" West, a distance of 584.73 feet to a point in the east line of Lot 58, Block A, Common Open Space, Avignon Windhaven, Phase 3 an addition to the City of Plano according to the plat recorded in Instrument No. 20111209010002540 of the Official Public Records of Collin County, Texas; and being in the approximate centerline of Creek Number 5B29;

**THENCE** with the east line of said Lot 58 and said approximate centerline of Creek Number 5B29, the following courses and distances:

North 24°50'38" West, a distance of 17.56 feet to a point for corner;  
North 75°15'49" West, a distance of 53.86 feet to a point for corner;  
North 55°19'20" West, a distance of 34.91 feet to a point for corner;  
North 33°59'39" West, a distance of 99.90 feet to a point for corner;  
North 15°48'40" East, a distance of 80.20 feet to a point for corner;  
North 56°15'56" West, a distance of 62.96 feet to a point for corner;  
North 0°28'11" West, a distance of 42.59 feet to the northeast corner of said Lot 58;

**THENCE** with the north line of said Block A, Avignon Windhaven, Phase 3, South 81°04'33" West, passing at a distance of 691.05 feet the northwest corner of said Block A, Avignon Windhaven, Phase 3 and the northeast corner of Lot 38, Block A, Avignon Windhaven, Phase 2 an addition to the City of Plano according to the plat recorded in Instrument No. 20091008010002560 of the Official Public Records of Collin County, Texas, continuing with north line of said Block A, Avignon Windhaven, Phase 2, passing at a distance of 1126.56 feet the northwest corner of said Block A, Avignon Windhaven, Phase 2 and the northeast corner of Lot 31, Block A, Avignon Windhaven, Phase 1 an addition to the City of Plano according to the plat recorded in Cabinet R, Slide 205 of the Map Records of Collin County, Texas, continuing with the north line of said Block A, Avignon Windhaven, Phase 1, passing at a distance of 2040.83 feet the northeast corner of said Block A, Avignon Windhaven, Phase 1, continuing in all a total distance of 2505.50 feet to a point for corner in said centerline of Parkwood Boulevard; said point also being at the beginning of a non-tangent curve to the left having a central angle of 2°41'09", a radius of 774.92 feet, a chord bearing and distance of North 1°21'12" East, 36.32 feet;

**THENCE** with said centerline of Parkwood Boulevard, the following courses and distances:

In a northeasterly direction, with said curve to the left, an arc distance of 36.32 feet to a point at the end of said curve;  
North 0°00'44" East, a distance of 359.06 feet to a point at the beginning of a tangent curve to the right having a central angle of 76°22'01", a radius of 789.72 feet, a chord bearing and distance of North 38°11'45" East, 976.38 feet;  
In a northeasterly direction, with said curve to the right, an arc distance of 1052.58 feet to a point at the end of said curve;  
North 76°22'45" East, a distance of 230.20 feet to a point at the beginning of a tangent curve to the left having a central angle of 76°59'40", a radius of 805.00 feet, a chord bearing and distance of North 37°52'55" East, 1002.19 feet;  
In a northeasterly direction, with said curve to the left, an arc distance of 1081.76 feet to a point at the end of said curve;  
North 0°36'55" West, a distance of 180.53 feet to at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Parkwood Boulevard (a variable width right-of-way);

**THENCE** with said centerline of Spring Creek Parkway, the following course and distances:

North 89°12'46" East, a distance of 47.67 feet to a point at the beginning of a tangent curve to the right having a central angle of 57°23'42", a radius of 2270.36 feet, a chord bearing and distance of South 62°05'23" East, 2180.39 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 2274.29 feet to a point for corner;

South 33°23'29" East, a distance of 1403.39 feet to a point at the beginning of a tangent curve to the left having a central angle of 23°53'29", a radius of 2153.93 feet, a chord bearing and distance of South 45°20'14" East, 891.66 feet;

In a southeasterly direction with said curve to the left, an arc distance of 898.15 feet to the **POINT OF BEGINNING** and containing 142.49 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**Save and Except:**

**PROPERTY DESCRIPTION**

**BEING** a tract of land situated in the Maria Cantalina Vela Survey, Abstract No. 935, Collin County, Texas and being all of Lot 1, Block A, and Lot 2, Block A, Haggard Farm Almanac Addition, an addition to the City of Plano, according to the plat recorded in Instrument No. 2023-461, Official Public Records, Collin County, Texas, and being part of a called 108.9 acre tract of land described in Special Warranty Deed to Acres of Sunshine, Ltd., recorded in Volume 4227, Page 835, Deed Records, Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at an aluminum disk found in the east right-of-way line of Parkwood Boulevard (a variable width right-of-way), and in the north line of Lot 3, Block A, of said Haggard Farm Almanac Addition;

**THENCE** with said east right-of-way line of Parkwood Boulevard, North 76°22'45" East, a distance of 172.77 feet to the common corner of said Lot 3 and a called 0.0255 acre tract for Parkwood Boulevard right-of-way reservation according to said Haggard Farm Almanac Addition, and being the beginning of a non-tangent curve to the right, with a radius of 241.00 feet, a central angle of 03°40'34", and a chord bearing and distance of North 86°55'27" East, 15.46 feet, from which an aluminum disk found bears North 76°22'45" East, a distance of 57.43 feet;

**THENCE** with the common line of said 0.0255 acre tract and said Lot 3, the following courses and distances;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 15.46 feet to the beginning of a reverse curve to the left, with a radius of 259.00 feet, a central angle of 13°38'01", and a chord bearing and distance of North 81°56'43" East, 61.48 feet; In an easterly direction, with said reverse curve to the left, an arc distance of 61.63 feet to the beginning of a compound curve to the left, with a radius of 869.00 feet, a central angle of 04°51'53", and a chord bearing and distance of North 72°41'46" East, 73.76 feet; In a northeasterly direction, with said compound curve to the left, an arc distance of 73.78 feet to a point for the southeast corner of said 0.0255 acre tract and in the common line of said Lots 3 and 4, of said Haggard Farm Almanac Addition;

**THENCE** with said common line of Lots 3 and 4, the following courses and distances:

South 19°44'10" East, a distance of 302.45 feet to the beginning of a tangent curve to the right, with a radius of 100.00 feet, a central angle of 00°52'49", and a chord bearing and distance of South 19°17'46" East, 1.54 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 1.54 feet to the common corner of said Lots 2 and 4, said point also being the **POINT OF BEGINNING**;

**THENCE** departing said common line of Lots 2 and 3 and with the common line of said Lots 1 and 2, the following courses and distances:

North 81°03'52" East, a distance of 294.00 feet to the beginning of a tangent curve to the left, with a radius of 1,500.00 feet, a central angle of 15°11'13", and a chord bearing and distance of North 73°28'15" East, 396.43 feet;

In a northeasterly direction, with said tangent curve to the left, passing at an arc distance of 86.56 feet, the common corner of said Lots 1 and 2, continuing for a total arc distance of 397.59 feet to the beginning of a compound curve to the left with a radius of 500.00 feet, a central angle of 09°48'47", and a chord bearing and distance of North 60°58'15" East, 85.53 feet;

In a northeasterly direction, with said compound curve to the left, an arc distance of 85.63 feet to a point for corner;

North 56°03'52" East, a distance of 293.71 feet to the common corner of said Lots 1 and 4, in the west line of Lot 6, Block A of said Haggard Farm Almanac Addition;

**THENCE** with the common line of said Lots 1 and 6, the following courses and distances:

South 57°02'39" East, a distance of 115.48 feet to a point for corner;

South 31°23'23" East, a distance of 36.06 feet to a point for corner;

South 05°44'07" East, a distance of 360.88 feet to a point for corner;

South 08°56'08" East, a distance of 126.41 feet to the common corner of said Lots 1 and 6, in the north line of a called 8.1082 acre tract for Pinehaven Drive right-of-way reservation according to said Haggard Farm Almanac Addition;

**THENCE** with the common line of said 8.1082 acre tract and said Lot 1, the following courses and distances:

South 81°03'52" West, a distance of 525.67 feet to the beginning of a tangent curve to the right, with a radius of 238.00 feet, a central angle of 12°34'41", and a chord bearing and distance of South 87°21'12" West, 52.14 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 52.25 feet to the beginning of a reverse curve to the left, with a radius of 262.00 feet, a central angle of 12°34'41", and a chord bearing and distance of South 87°21'12" West, 57.40 feet;

In a westerly direction, with said reverse curve to the left, an arc distance of 57.52 feet to a point for corner;

South 81°03'52" West, a distance of 98.00 feet to the southwest corner of said Lot 1, in the east line of said Lot 2;

**THENCE** with the common line of said 8.1082 acre tract and Lot 2, the following courses and distances:

South 08°56'08" East, a distance of 12.00 feet to the southeast corner of said Lot 2;

South 81°03'52" West, a distance of 379.02 feet to the southwest corner of said Lot 2;

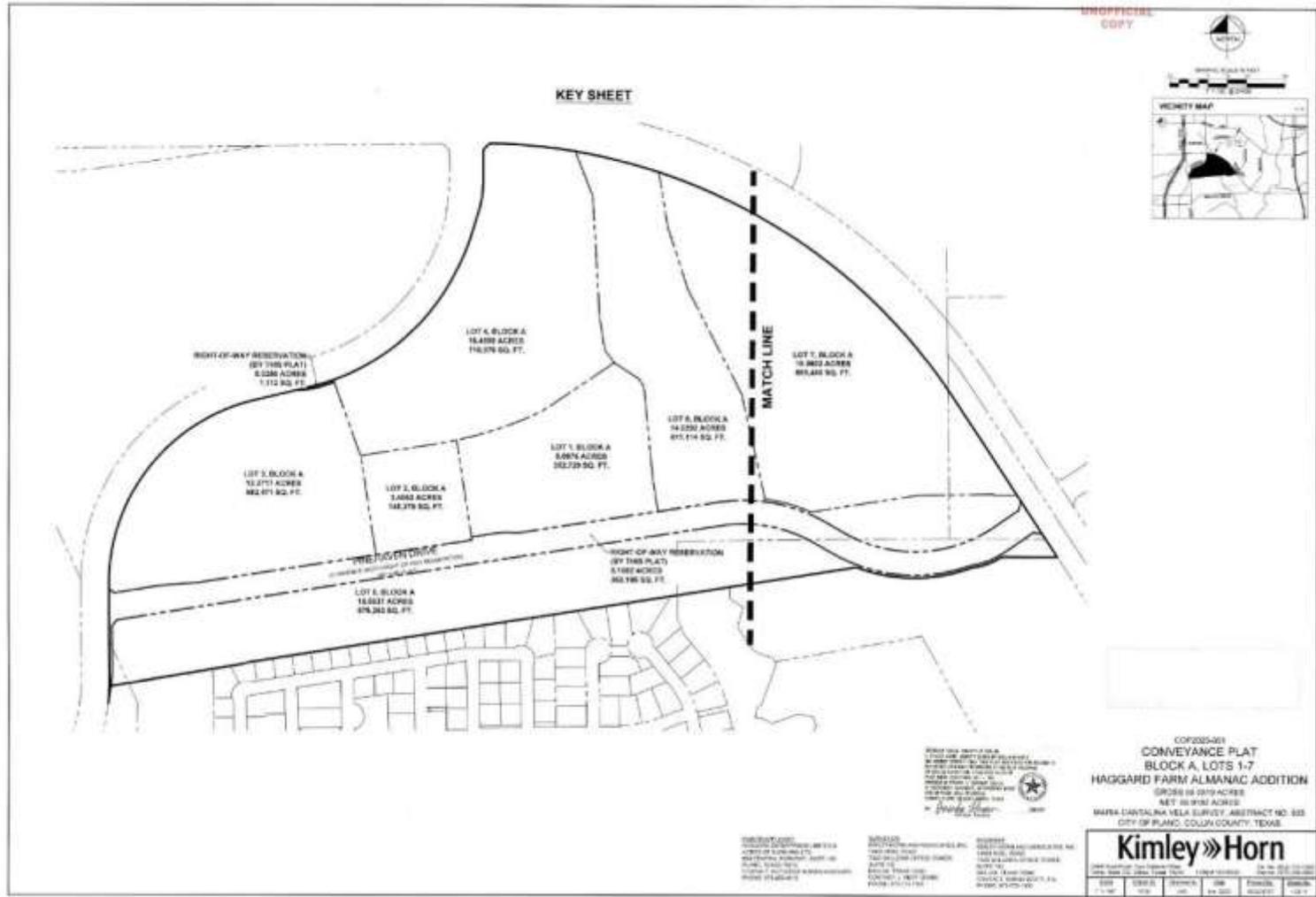
**THENCE** departing said north line of the 8.1082 acre tract and with the common line of said Lots 2 and 3, the following courses and distances:

North 08°56'08" West, a distance of 374.04 feet to the beginning of a tangent curve to the left, with a radius of 100.00 feet, a central angle of 9°55'14", and a chord bearing and distance of North 13°53'45" East, 17.29 feet;

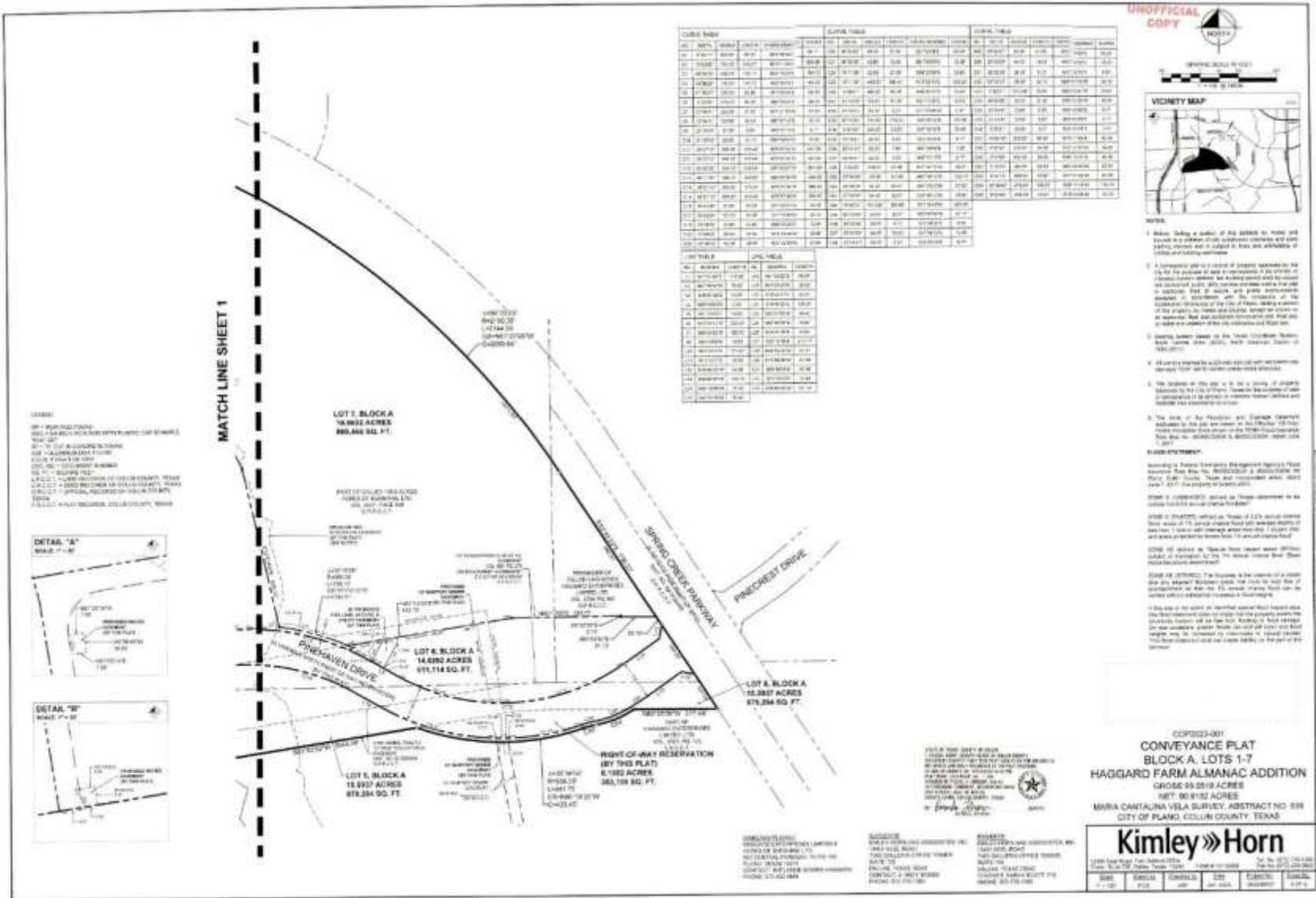
In a northerly direction, with said tangent curve to the left, an arc distance of 17.31 feet to the **POINT OF BEGINNING** and containing 501,105 square feet or 11.5039 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

**EXHIBIT L-1 – HAGGARD FARM CONVEYANCE PLAT BLOCK A LOTS 1-7**







OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS ACRES OF SUNSHINE, LTD. and HAGGARD ENTERPRISES LIMITED, LTD. are the owners of a tract of land located in the Public Columbia Vela Survey...

WHEREAS a 10.421 acre tract fronting on the northeast end of a 1/2-mile-long corner of the intersection of the south right-of-way line of Spring Creek Parkway...

THENCE with said south right-of-way line of Spring Creek Parkway, the following courses and distances:

THENCE bearing said south right-of-way line of Spring Creek Parkway, one and six-tenths said the Haggard Enterprises Limited, L.M. tract, recorded in Volume 2523, Page 72, and said corner 1063.63 feet to a corner of Sunshine, Ltd. and with the north base of August Whitman Phase 2...

North 89°05'58" West, a distance of 517.46 feet to a 5/8" iron rod with plastic cap stamped "N89" and corner of the beginning of a non-adjacent curve to the right with a radius of 275.00 feet...

In a westerly direction, with said tangent curve to the left, an arc distance of 15.21 feet to a 5/8" iron rod with plastic cap stamped "N89" and corner of a reverse curve to the right with a radius of 856.00 feet...

South 87°20'25" West, a distance of 234.88 feet to a 5/8" iron rod with plastic cap stamped "N89" and corner of the beginning of a non-adjacent curve to the left with a radius of 652.00 feet...

THENCE with said east right-of-way line of the Public Boulevard, the following courses and distances:

In a westerly direction, with said non-tangent curve to the left, an arc distance of 66.18 feet to a 5/8" iron rod with plastic cap stamped "N89" and corner for:

North 03°04'44" East, a distance of 366.23 feet to an Aluminum Disk found for corner at the beginning of a tangent curve to the right with a radius of 724.72 feet...

In a westerly direction, with said tangent curve to the right, an arc distance of 592.27 feet to an Aluminum Disk found for corner:

North 19°22'45" East, a distance of 252.80 feet to an Aluminum Disk found for corner at the beginning of a non-adjacent curve to the left with a radius of 483.00 feet...

South 87°20'25" West, a distance of 152.46 feet to a 5/8" iron rod with plastic cap stamped "N89" and corner of the beginning of a non-adjacent curve to the left with a radius of 472.00 feet...

THENCE with said right-of-way corner c/s North 46°00'00" East, a distance of 30.76 feet to the POINT OF BEGINNING and continuing 4.70172 square feet of 96.919 acres of land.

OWNERS DECLARATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ACRES OF SUNSHINE, LTD. and HAGGARD ENTERPRISES LIMITED, LTD. acting herein by and through its duly authorized officers and agents...

WITNESS MY HAND AND SEAL OF OFFICE THIS 19th DAY OF June 2023.

ACRES OF SUNSHINE, LTD. BY: [Signature]

HAGGARD ENTERPRISES LIMITED, LTD. BY: [Signature]

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

HAGGARD ENTERPRISES LIMITED, LTD. BY: [Signature]

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

HAGGARD ENTERPRISES LIMITED, LTD. BY: [Signature]

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

CERTIFICATE OF APPROVAL

APPROVED on this 19th day of June 2023 by the Planning & Zoning Commission, City of Plano, Texas.

CHAIRMAN PLANNING & ZONING COMMISSION: [Signature]

STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

SECRETARY PLANNING & ZONING COMMISSION OR CITY ENGINEER: [Signature]

STATE OF TEXAS COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

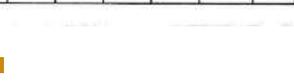
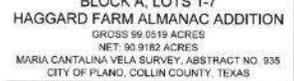
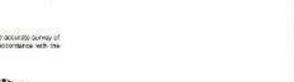
NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared [Signatures] known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for the STATE OF TEXAS: [Signature]

UNOFFICIAL COPY



HAGGARD FARM PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN

COP2023-001 CONVEYANCE PLAT BLOCK A, LOTS 1-7 HAGGARD FARM ALMANAC ADDITION GROSS: 98.915 ACRES NET: 90.9182 ACRES MARIA CANTALINA VELA SURVEY, ABSTRACT NO. 935 CITY OF PLANO, COLLIN COUNTY, TEXAS

Kimley Horn logo and contact information

Table with 7 columns: Date, Name, Price, Duration, Date, Start/End, Quantity. Includes a 4x4 grid of data.

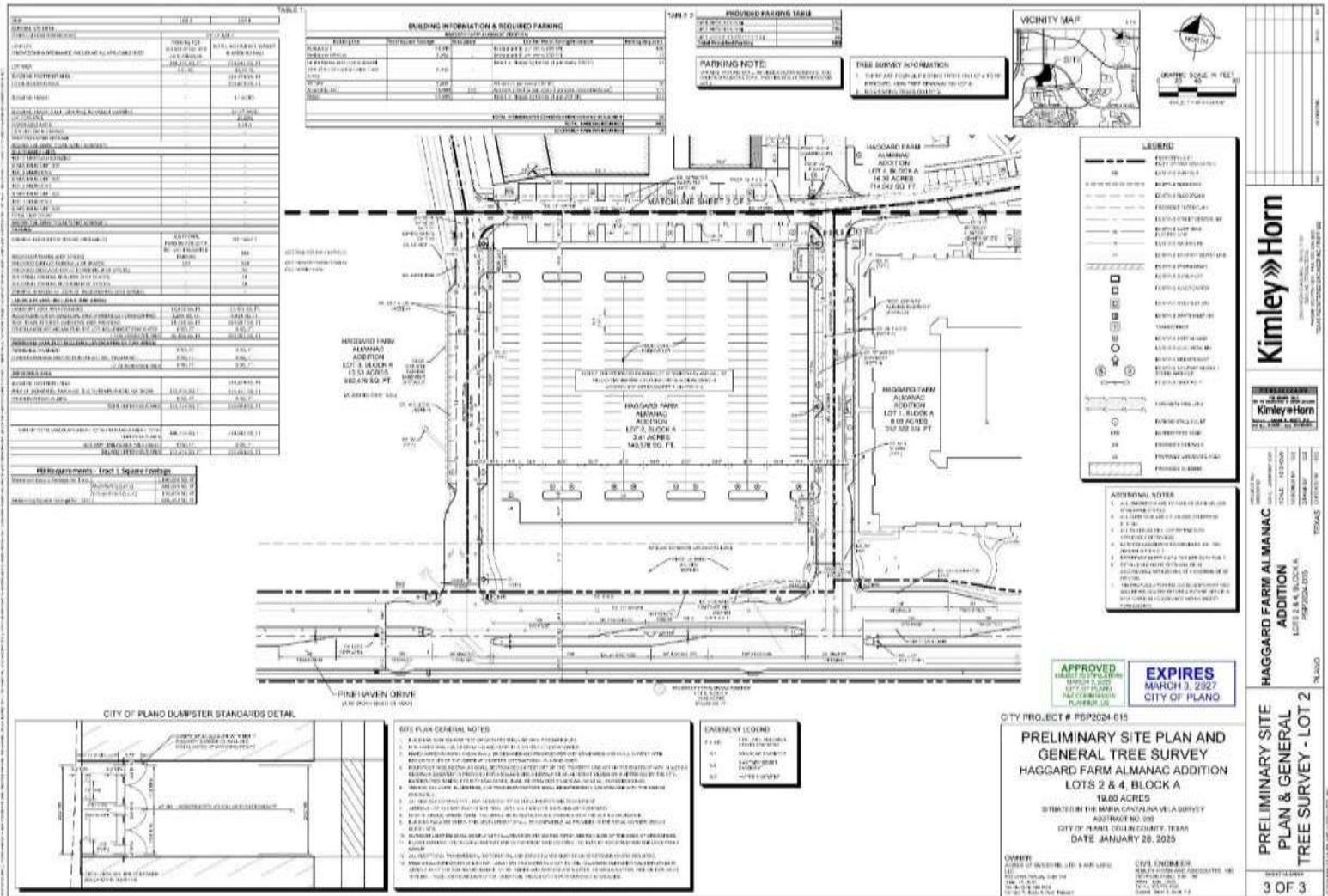
OWNER/APPLICANT: HAGGARD ENTERPRISES LIMITED & ACRES OF SUNSHINE, LTD. CONTACT: RAJESH KUMAR HAGGARD

SURVEYOR: KIMLEY-HORN AND ASSOCIATES, INC. CONTACT: ANDY CORDS

ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC. CONTACT: ANDY CORDS















**APPENDIX A – ENGINEER’S REPORT**

[Remainder of page left intentionally blank.]



RE: *Engineer's Report  
Haggard Farm  
Plano, Texas*

**Introduction:**

Haggard Farm is a proposed mixed-use development including approximately 142 acres located at the southeast corner of Spring Creek Parkway and Parkwood Boulevard in Plano, Texas as described in Exhibit A. The development anticipates 4 Phases with proposed office, multifamily, commercial, retail, hotel, and single family with the phases shown on Exhibit B. This Engineer's report includes the documents requested by the City of Plano for the formation of the PID and the issuance of bonds by the City. Bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

**Development Costs:**

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all off-site and on-site infrastructure and is included as Exhibit C.

**Development Improvements:**

The authorized improvements benefitting the property within the Haggard Farm PID are illustrated in Exhibits D through O. There are Master Infrastructure Public Improvements, Master Infrastructure Private Improvements, Direct Public Improvements, and Direct Private Improvements.

**Development Schedule:**

Design Phase

The off-site civil construction plans for the public infrastructure have been prepared and submitted to the City of Plano. A Traffic Study, Floodplain Study and CLOMR have been prepared and submitted to the City of Plano. A Preliminary Site Plan, Revised Concept Plan, and Conveyance Plat has been submitted to the City of Plano. Design and platting for Phase 1 on-site civil construction plans for are currently underway with an anticipated submittal in the second quarter of 2023.

Construction Phase:

The construction of the master Infrastructure is estimated to begin in September 2023 with final acceptance is estimated in the second quarter of 2024. The on-site Phase 1 Development is estimated to begin in August 2023 with final acceptance estimated in the third quarter of 2025. A project timeline is depicted in Exhibit P.



*Sarah E. Scott* 08/14/2023  
Sarah E. Scott, P.E.  
Kimley-Horn and Associates, Inc.

## EXHIBIT A

LEGAL DESCRIPTION – 142.49 acres

**BEING** a tract of land situated in the Maria Cantalina Vela Survey, Abstract No. 935, City of Plano, Collin County, Texas; and being part of Windhaven Parkway, Spring Creek Parkway and Parkwood Boulevard and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2523, Page 172 of the Land Records of Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Haggard Enterprises Limited, LTD. recorded in Volume 2739, Page 967 of said Land Records and being part of a tract of land described in Special Warranty Deed, Bill of Sale and Assignment to Acres of Sunshine, LTD. recorded in Volume 4227, Page 835 of the Land Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Windhaven Parkway (a variable width right-of-way);

**THENCE** with said centerline of Windhaven Parkway, the following courses and distances:

South 42°22'41" West, a distance of 158.86 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 46°00'40", a radius of 800.00 feet, a chord bearing and distance of South 66°13'45" West, 625.31 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 642.44 feet to a point for corner;

South 89°14'05" West, a distance of 337.88 feet to a point for corner;

**THENCE** said centerline of Windhaven Parkway, the following courses and distances:

North 0°00'00" East, a distance of 63.50 feet to a point at the beginning of a tangent curve to the left having a central angle of 29°35'57", a radius of 450.00 feet, a chord bearing and distance of North 14°47'58" West, 229.89 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 232.47 feet to a point for corner;

North 29°36'05" West, a distance of 1011.83 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 5°58'43", a radius of 441.64 feet, a chord bearing and distance of North 27°16'14" West, 46.06 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 46.08 feet to a point for corner;

South 80°03'46" West, a distance of 584.73 feet to a point in the east line of Lot 58, Block A, Common Open Space, Avignon Windhaven, Phase 3 an addition to the City of Plano according to the plat recorded in Instrument No. 20111209010002540 of the Official Public Records of Collin County, Texas; and being in the approximate centerline of Creek Number 5B29;

**THENCE** with the east line of said Lot 58 and said approximate centerline of Creek Number 5B29, the following courses and distances:

North 24°50'38" West, a distance of 17.56 feet to a point for corner;  
North 75°15'49" West, a distance of 53.86 feet to a point for corner;  
North 55°19'20" West, a distance of 34.91 feet to a point for corner;  
North 33°59'39" West, a distance of 99.90 feet to a point for corner;  
North 15°48'40" East, a distance of 80.20 feet to a point for corner;  
North 56°15'56" West, a distance of 62.96 feet to a point for corner;  
North 0°28'11" West, a distance of 42.59 feet to the northeast corner of said Lot 58;

THENCE with the north line of said Block A, Avignon Windhaven, Phase 3, South 81°04'33" West, passing at a distance of 691.05 feet the northwest corner of said Block A, Avignon Windhaven, Phase 3 and the northeast corner of Lot 38, Block A, Avignon Windhaven, Phase 2 an addition to the City of Plano according to the plat recorded in Instrument No. 20091008010002560 of the Official Public Records of Collin County, Texas, continuing with north line of said Block A, Avignon Windhaven, Phase 2, passing at a distance of 1126.56 feet the northwest corner of said Block A, Avignon Windhaven, Phase 2 and the northeast corner of Lot 31, Block A, Avignon Windhaven, Phase 1 an addition to the City of Plano according to the plat recorded in Cabinet R, Slide 205 of the Map Records of Collin County, Texas, continuing with the north line of said Block A, Avignon Windhaven, Phase 1, passing at a distance of 2040.83 feet the northeast corner of said Block A, Avignon Windhaven, Phase 1, continuing in all a total distance of 2505.50 feet to a point for corner in said centerline of Parkwood Boulevard; said point also being at the beginning of a non-tangent curve to the left having a central angle of 2°41'09", a radius of 774.92 feet, a chord bearing and distance of North 1°21'12" East, 36.32 feet;

THENCE with said centerline of Parkwood Boulevard, the following courses and distances:

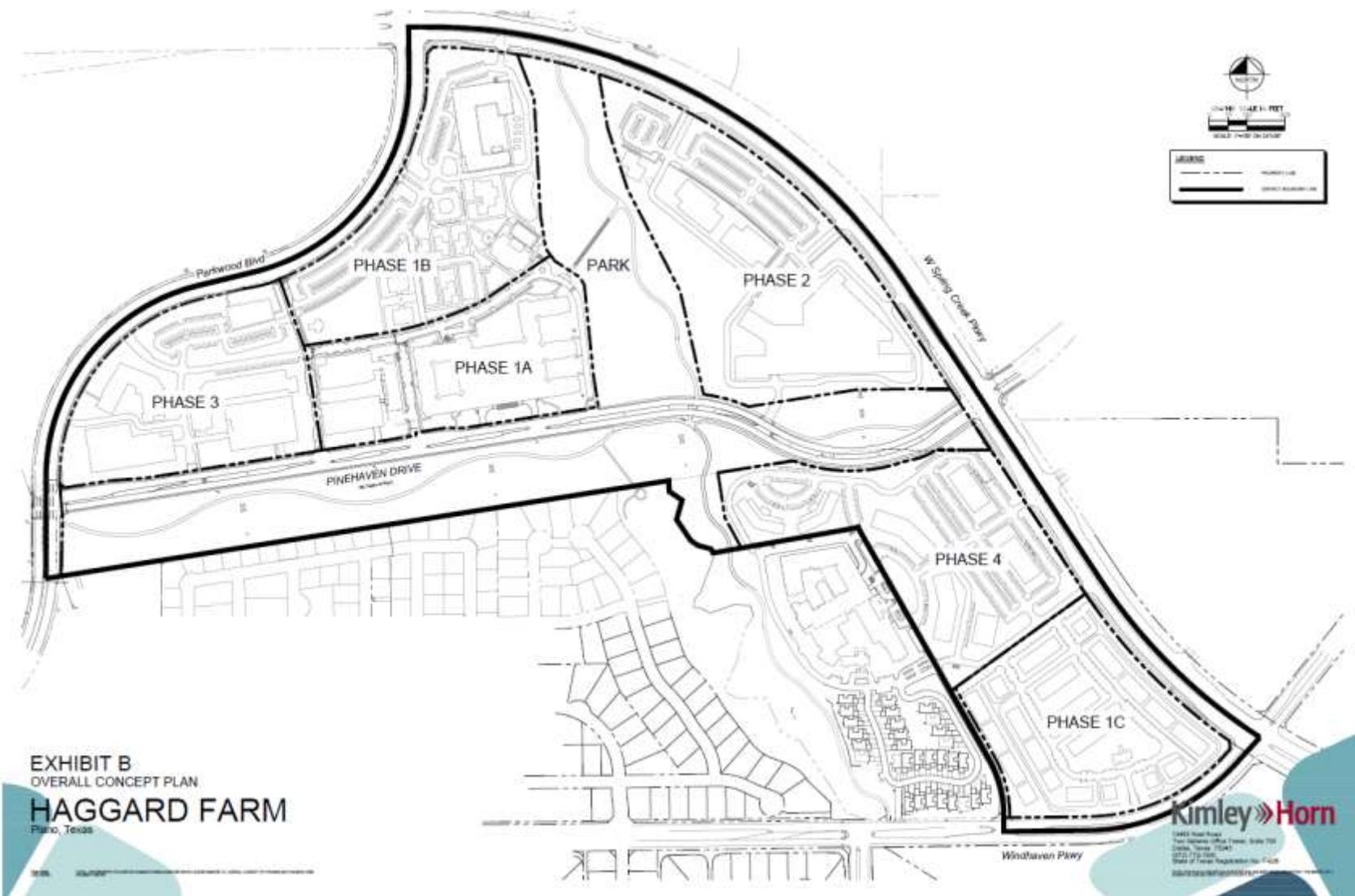
In a northeasterly direction, with said curve to the left, an arc distance of 36.32 feet to a point at the end of said curve;  
North 0°00'44" East, a distance of 359.06 feet to a point at the beginning of a tangent curve to the right having a central angle of 76°22'01", a radius of 789.72 feet, a chord bearing and distance of North 38°11'45" East, 976.38 feet;  
In a northeasterly direction, with said curve to the right, an arc distance of 1052.58 feet to a point at the end of said curve;  
North 76°22'45" East, a distance of 230.20 feet to a point at the beginning of a tangent curve to the left having a central angle of 76°59'40", a radius of 805.00 feet, a chord bearing and distance of North 37°52'55" East, 1002.19 feet;  
In a northeasterly direction, with said curve to the left, an arc distance of 1081.76 feet to a point at the end of said curve;  
North 0°36'55" West, a distance of 180.53 feet to at the intersection of the centerline of Spring Creek Parkway (a variable width right-of-way) and the centerline of Parkwood Boulevard (a variable width right-of-way);

THENCE with said centerline of Spring Creek Parkway, the following course and distances:

North 89°12'46" East, a distance of 47.67 feet to a point at the beginning of a tangent curve to the right having a central angle of 57°23'42", a radius of 2270.36 feet, a chord bearing and distance of South 62°05'23" East, 2180.39 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 2274.29 feet to a point for corner;  
South 33°23'29" East, a distance of 1403.39 feet to a point at the beginning of a tangent curve to the left having a central angle of 23°53'29", a radius of 2153.93 feet, a chord bearing and distance of South 45°20'14" East, 891.66 feet;  
In a southeasterly direction with said curve to the left, an arc distance of 898.15 feet to the **POINT OF BEGINNING** and containing 142.49 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



## EXHIBIT C

### PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

Project: Haggard Farm Public Improvement District  
 Location: Plano, Texas

Date: August 14, 2023

#### Master Infrastructure Public Costs

Phase	Total	1A	1B,1C	2	3	4
Paving	6,131,052	6,131,052				
Water	1,550,210	1,550,210				
Sanitary Sewer	1,636,100	1,636,100				
Storm	5,740,547	5,740,547				
Franchise Utilities	344,813	344,813				
Landscape	3,242,776	1,842,776		1,400,000		
Inspection Fees	4% 745,820	689,820				
Soft Costs	6% 1,118,730	1,034,730		84,000		
Contingency	5% 932,275	862,275		70,000		
District Formation	800,000	800,000				
<b>Total</b>	<b>22,242,322</b>	<b>20,632,322</b>	<b>-</b>	<b>1,554,000</b>	<b>-</b>	<b>-</b>

#### Master Infrastructure Private Costs

Phase	Total	1A	1B,1C	2	3	4
Franchise Utilities	2,312,267	2,312,267				
Soft Costs	6% 138,736	138,736				
Contingency	5% 115,613	115,613				
<b>Total</b>	<b>2,566,617</b>	<b>2,566,617</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

#### Direct Public Costs

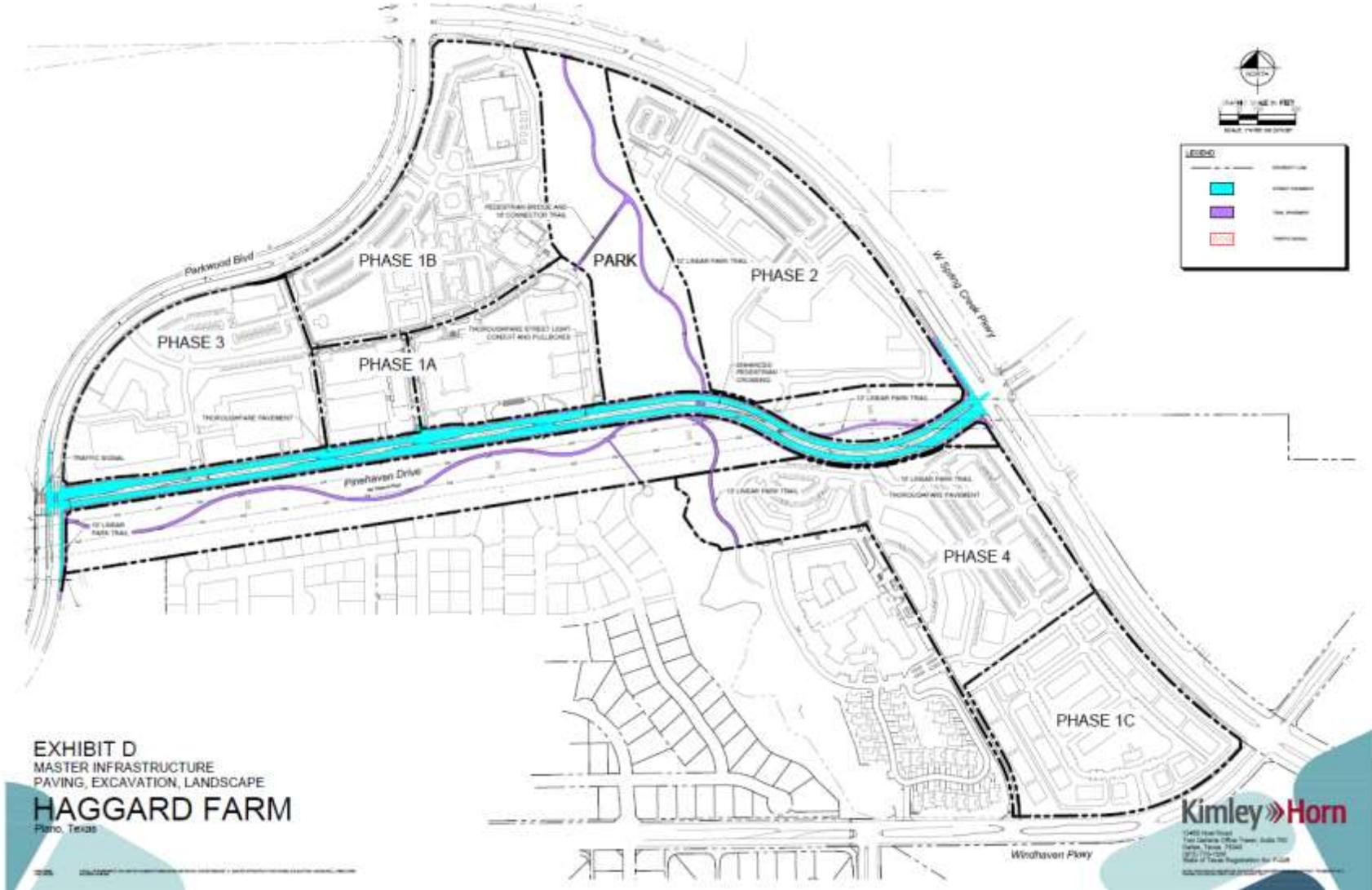
Phase	Total	1A	1B,1C	2	3	4
Paving	10,259,809	-	7,209,170	2,032,115	-	1,018,524
Water	6,377,411	569,020	2,425,893	1,414,456	522,936	1,445,106
Sanitary Sewer	2,501,598	146,120	1,908,332	281,321	94,386	71,439
Storm	5,922,439	633,390	2,456,532	1,182,294	521,635	1,128,588
Landscape	2,011,900	-	2,011,900	-	-	-
Soft Costs	6% 1,624,389	80,912	960,710	294,611	68,337	219,819
Contingency	5% 1,434,877	71,472	848,627	260,240	60,365	194,174
<b>Total</b>	<b>30,132,422</b>	<b>1,500,914</b>	<b>17,821,163</b>	<b>5,465,037</b>	<b>1,267,658</b>	<b>4,077,651</b>

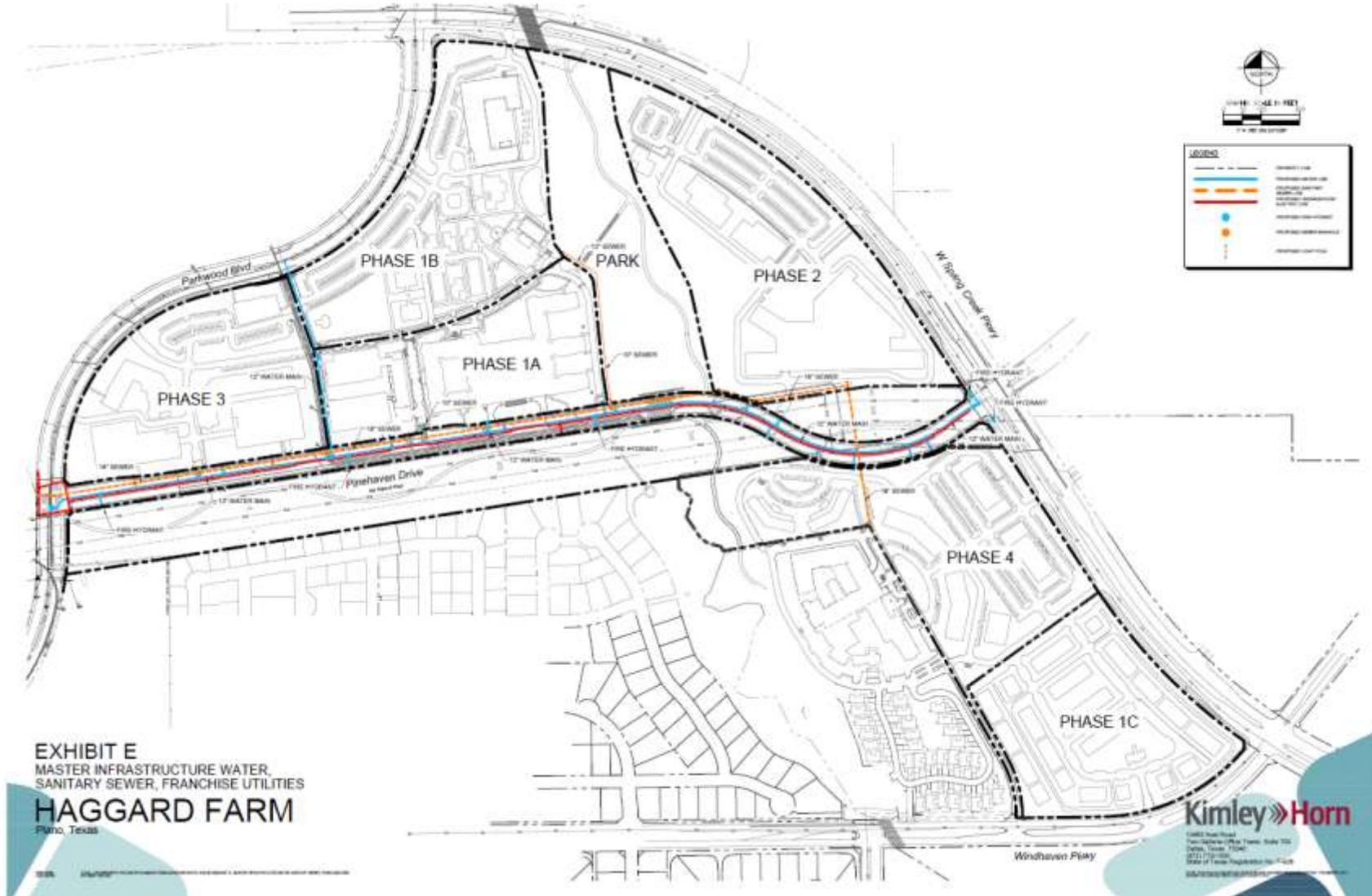
#### Direct Private Costs

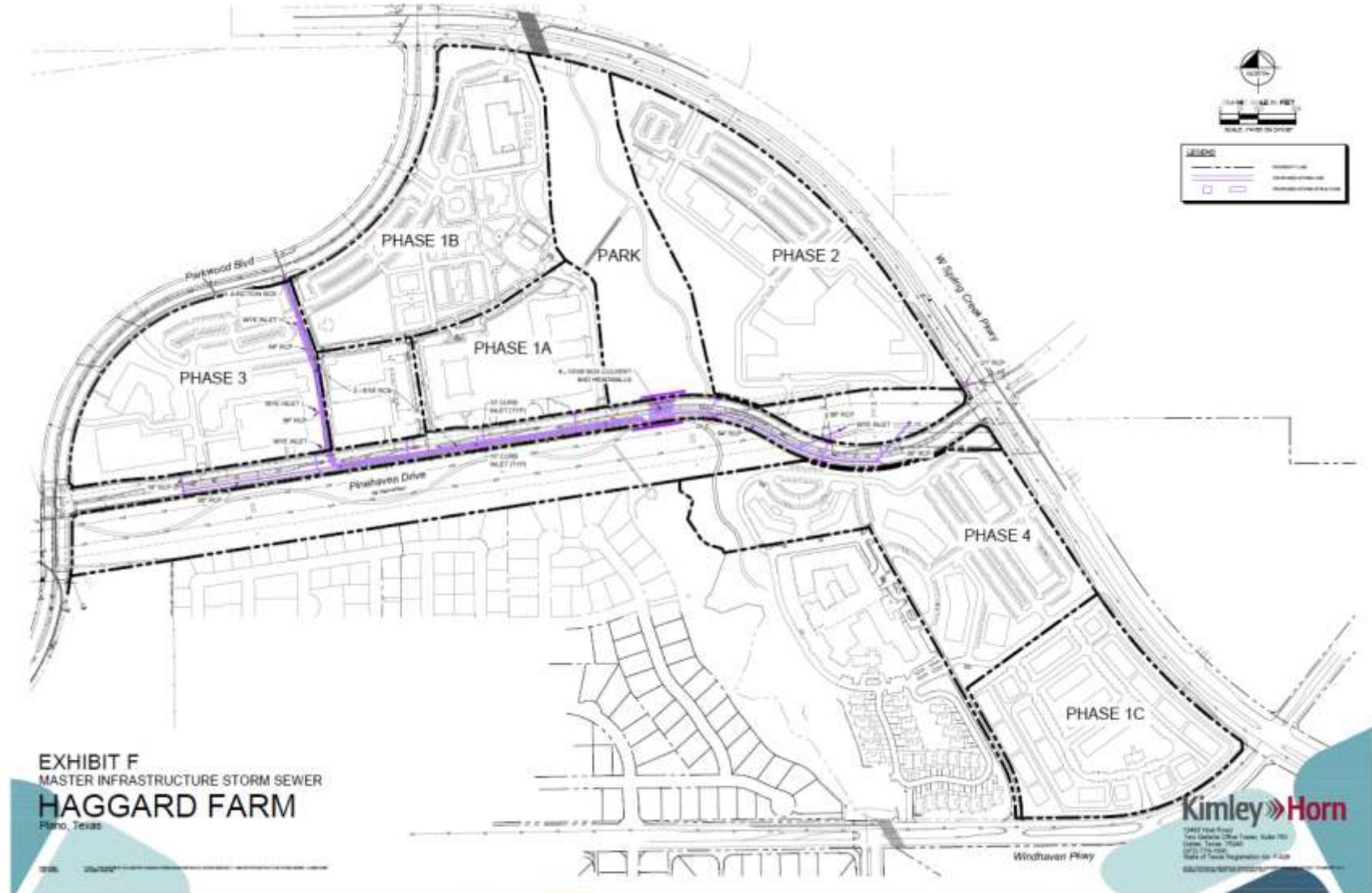
Phase	Total	1A	1B,1C	2	3	4
Paving	16,989,658	2,039,592	3,179,498	3,625,936	3,596,032	4,548,601
Water	1,752,684	19,500	124,302	541,151	469,048	598,683
Sanitary Sewer	2,336,911	141,740	49,996	721,535	625,397	798,244
Storm	3,505,367	193,675	93,929	1,082,303	938,095	1,197,365
Franchise Utilities	5,355,081	155,786	1,713,386	1,172,494	1,016,270	1,297,146
Landscape	27,347,611	2,809,000	9,530,300	3,898,109	4,958,984	6,151,218
Soft Costs	6% 3,437,239	321,558	881,485	662,492	696,229	875,475
Contingency	5% 3,036,228	284,042	778,645	585,201	615,003	773,337
<b>Total</b>	<b>63,760,778</b>	<b>5,964,892</b>	<b>16,351,540</b>	<b>12,289,220</b>	<b>12,915,057</b>	<b>16,240,069</b>

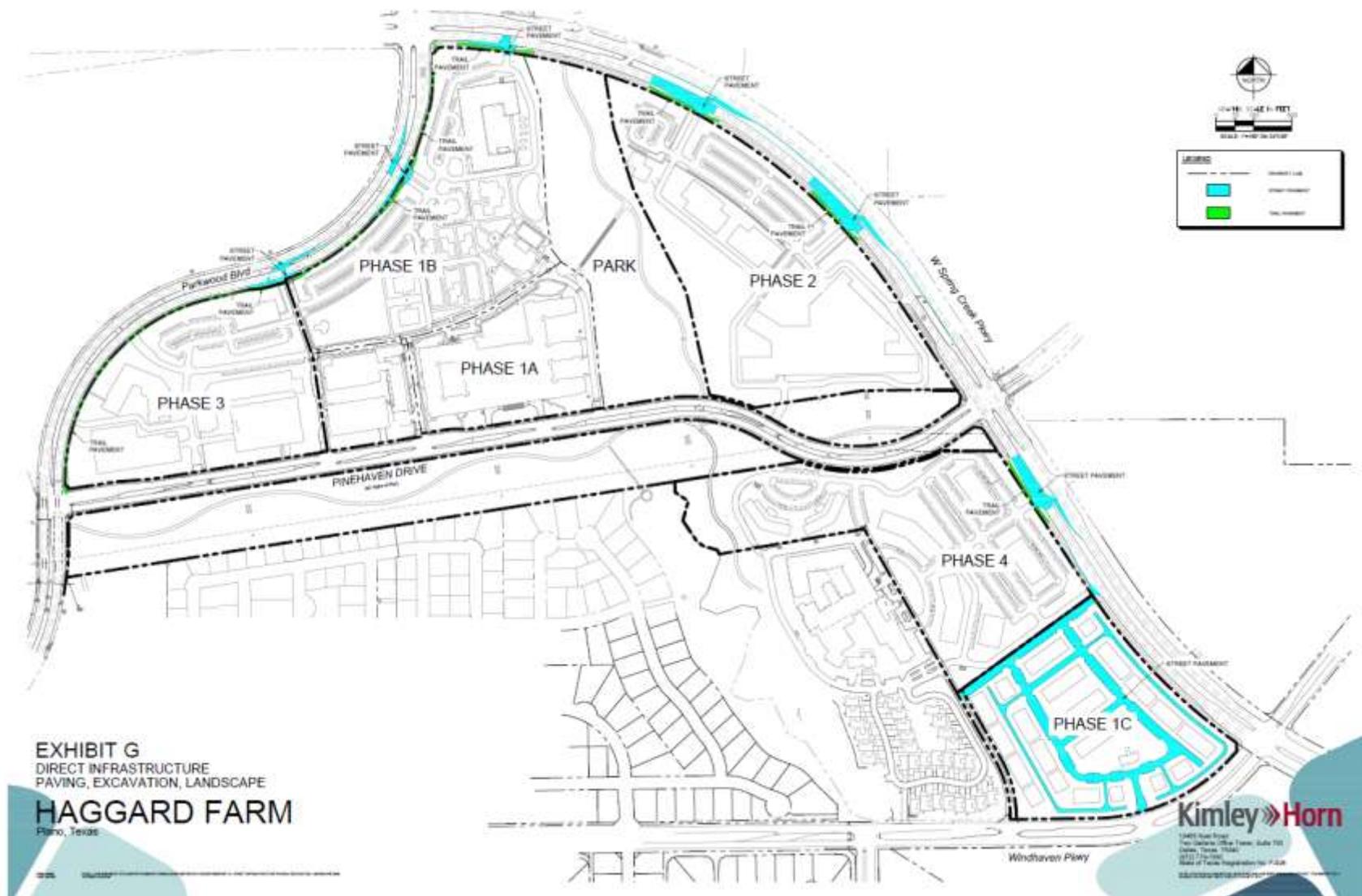
#### Notes

1. Kimley-Horn (KH) does not control the cost of labor, materials, equipment or services furnished by others; and does not control the methods of determining prices, or competitive bidding or market conditions; any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials shall be made on the basis of its experience and represent judgment as an experienced and qualified professional, familiar with the industry. KH cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost, due to variances in items, quantities, or price.









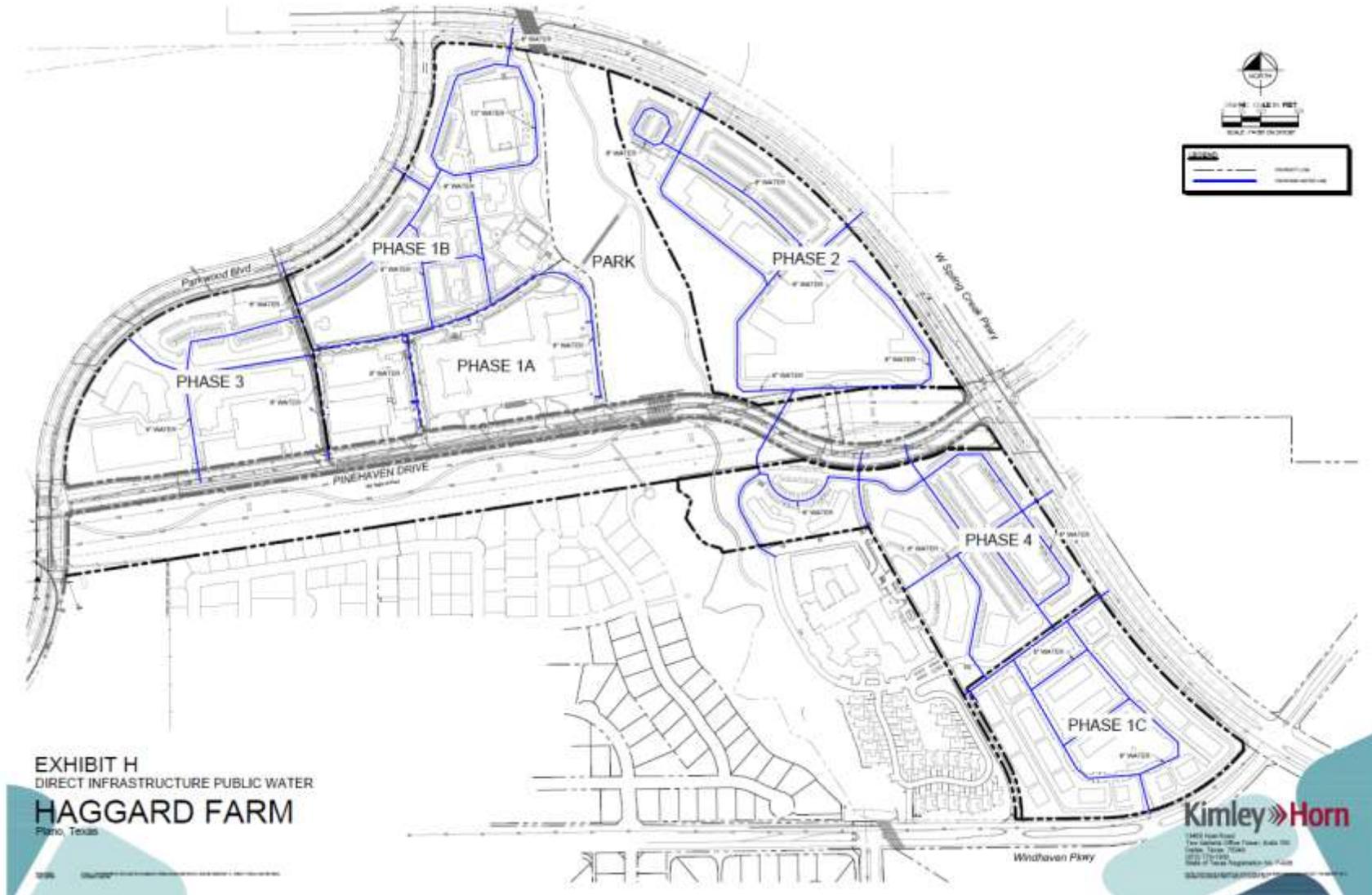
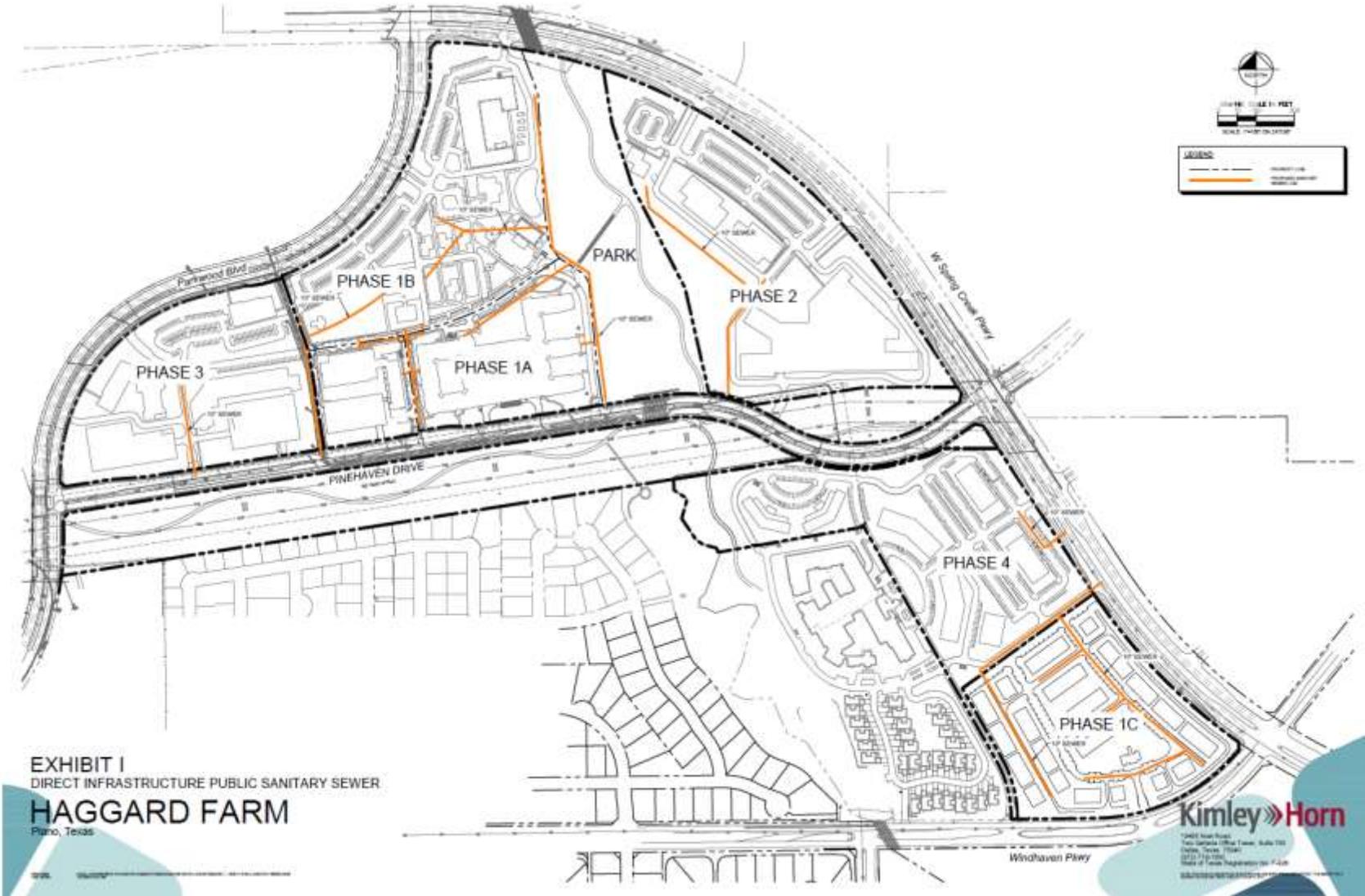


EXHIBIT H  
DIRECT INFRASTRUCTURE PUBLIC WATER  
**HAGGARD FARM**  
Piano, Texas

**Kimley Horn**  
14415 Eastway  
The Galleria Office Tower, Suite 300  
Dallas, Texas 75246  
(214) 731-1100  
State of Texas Registration No. 1746  
www.kimleyhorn.com



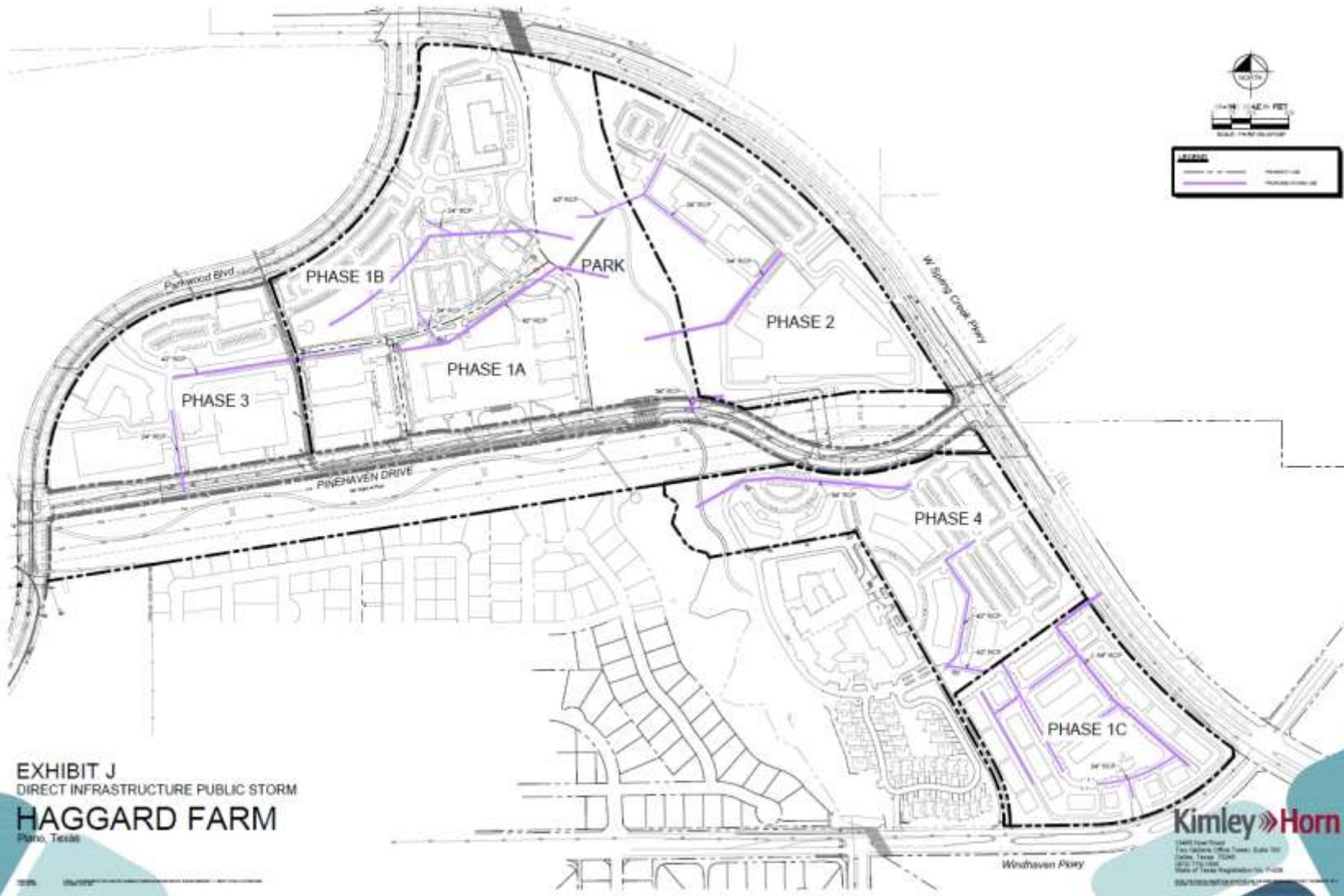




EXHIBIT K  
 DIRECT INFRASTRUCTURE 3-ACRE PARK  
**HAGGARD FARM**  
 Plano, Texas

**Kimley»Horn**  
 12405 Westfield  
 Fort Collins Office Tower, Suite 300  
 Fort Collins, CO 80501  
 970.779.4200  
 800.441.7888  
 www.kimleyhorn.com



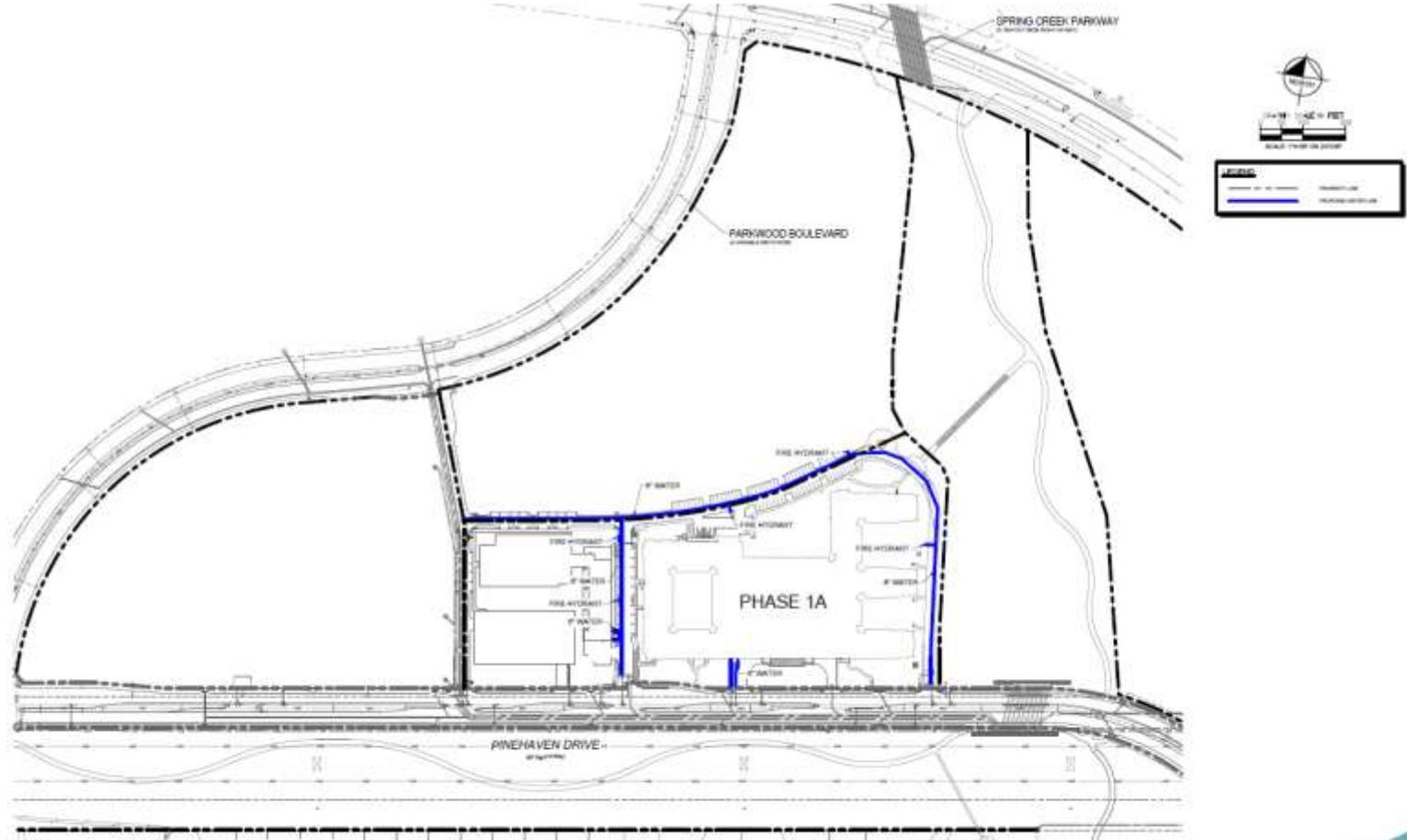


EXHIBIT M  
 PHASE 1A - DIRECT INFRASTRUCTURE PUBLIC WATER  
**HAGGARD FARM**  
 Plano, Texas

**Kimley»Horn**

11445 East-Foothill  
 Fort Collins, CO 80525  
 (970) 221-4100  
 www.kimleyhorn.com

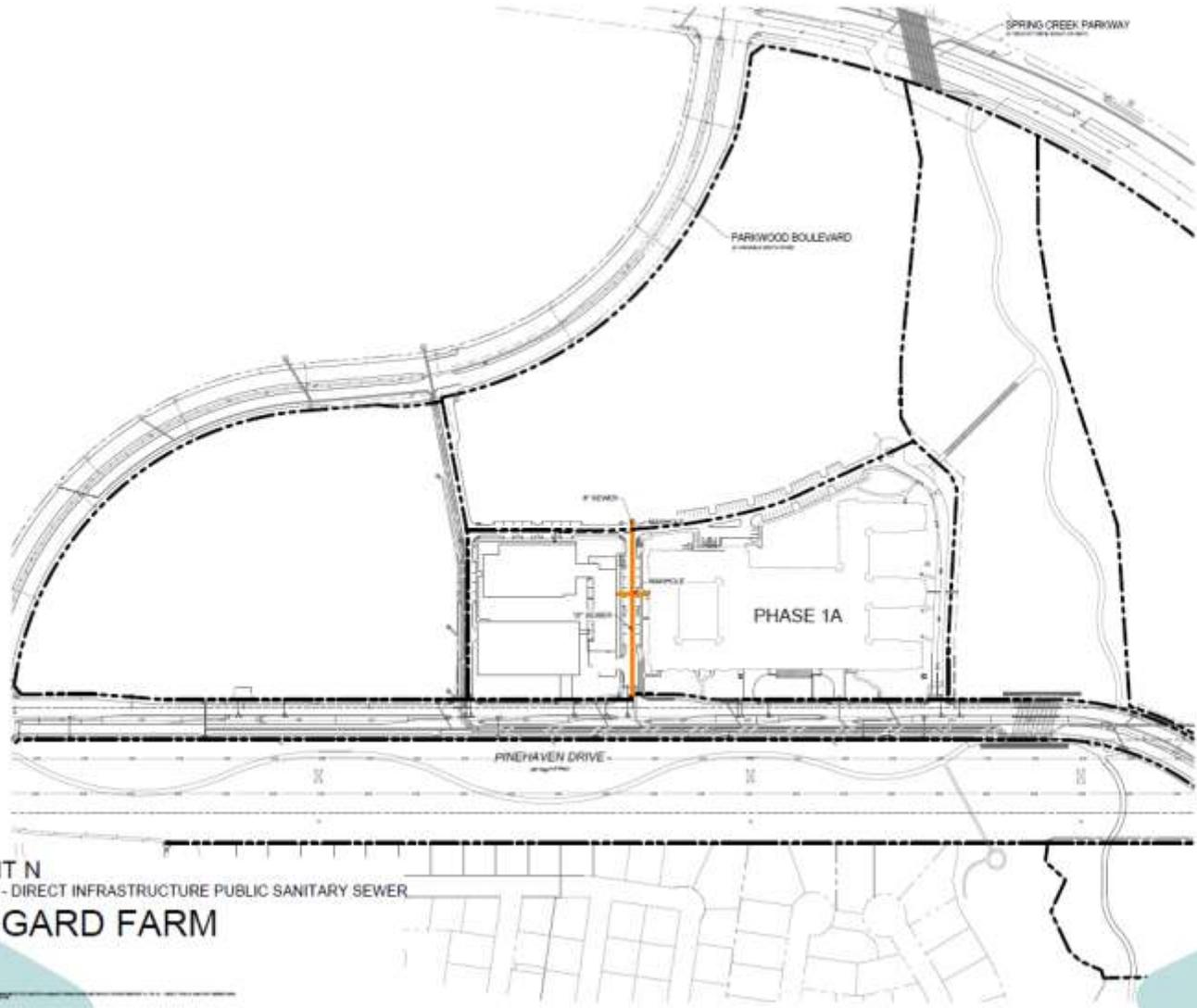
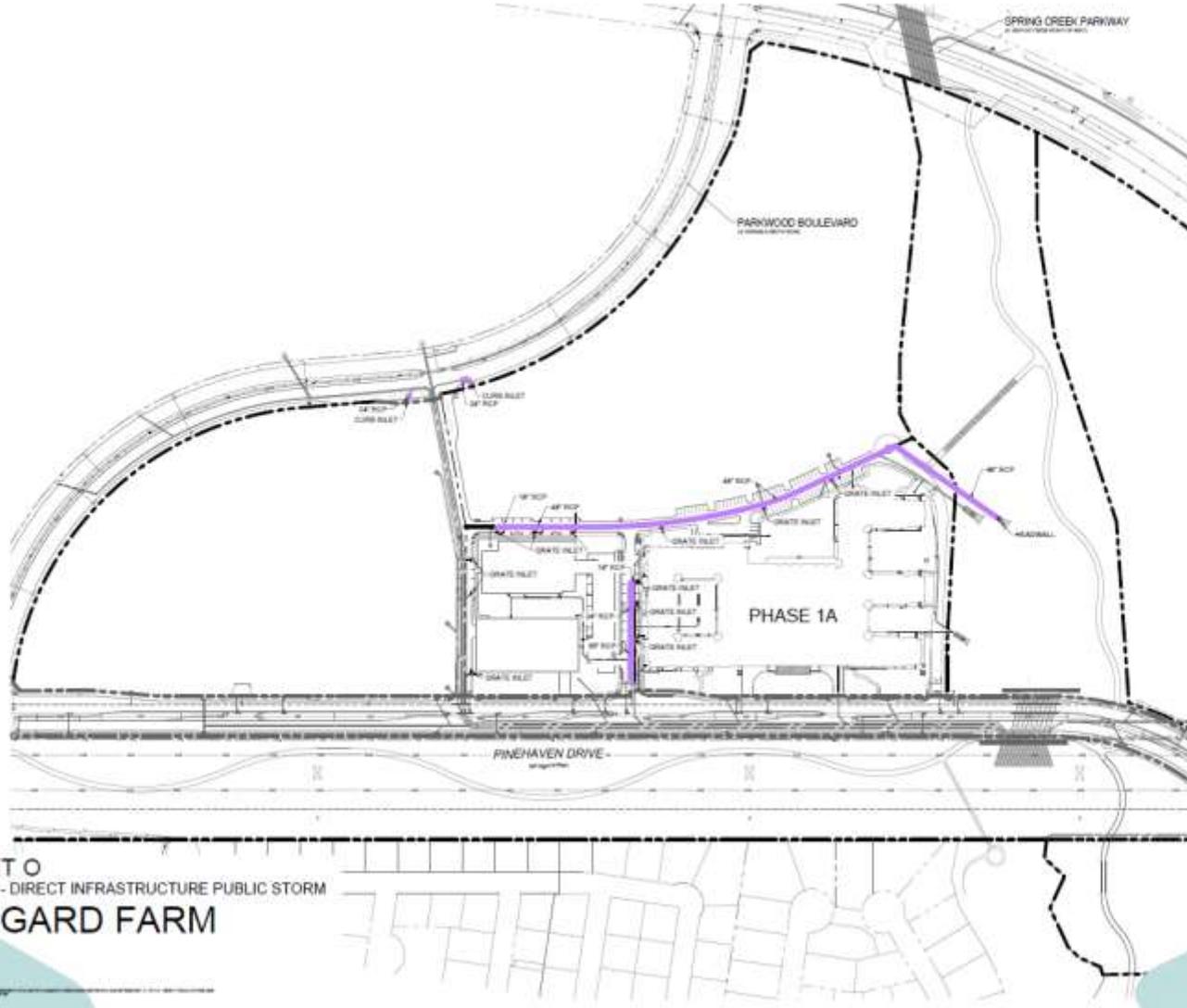


EXHIBIT N  
 PHASE 1A - DIRECT INFRASTRUCTURE PUBLIC SANITARY SEWER

**HAGGARD FARM**  
 Plano, Texas

**Kimley Horn**  
 11400 Main Street  
 The Woodlands, Texas 77380  
 Dallas, Texas 75248  
 281.271.1100  
 State of Texas Registration No. 17424  
 www.kimleyhorn.com





  
  
 SCALE: 1" = 10' (AS SHOWN)  


EXHIBIT O  
 PHASE 1A - DIRECT INFRASTRUCTURE PUBLIC STORM  
**HAGGARD FARM**  
 Plano, Texas

**Kimley»Horn**  

 12425 South Fossil  
 Troy, California 95066  
 Dallas, Texas 75243  
 (972) 375-1000  
 State of Texas Registration No. 4246  
 Professional Seal No. 12462



## APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

### Improvement Area #1

- Tract 1 Parcel 1 – Multi-Family
- Tract 1 Parcel 2 - Office

### Major Improvement Area

- Tract 1 Parcel 3 – Retail
- Tract 1 Parcel 4 – Retail
- Tract 1 Parcel 5 – Office
- Tract 1 Parcel 6 – Office
- Tract 1 Parcel 7 – Office
- Tract 2 Parcel 1 – Multi-Family
- Tract 2 Parcel 2 – Office
- Tract 2 Parcel 3 – Office
- Tract 2 Parcel 4 – Retail
- Tract 3 Parcels 1&2 – Townhomes
- Tract 3 Parcel 3 – Assisted Living
- Tract 3 Parcel 4 – Assisted Living
- Tract 3 – Parcel 5 – Assisted Living
- Tract 4 Parcel 1 - Townhomes

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1  
TRACT 1 PARCEL 1 MULTI-FAMILY BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 TRACT 1 PARCEL 1 MULTI-FAMILY PRINCIPAL  
ASSESSMENT: \$3,441,176.47**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

<sup>1</sup> 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 Collin 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]<sup>2</sup>

---

<sup>2</sup> 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]<sup>3</sup>

<sup>3</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 TRACT 1 PARCEL 1 MULTI-FAMILY**

<b>Installment Due 1/31</b>	<b>Principal</b>	<b>Interest</b>	<b>Additional Interest</b>	<b>Annual Collection Costs</b>	<b>Total Annual Installment</b>
2027	\$ 44,582.04	\$ 258,088.24	\$ 16,996.90	\$ 21,139.52	\$ 340,806.70
2028	\$ 47,368.42	\$ 254,744.58	\$ 16,773.99	\$ 19,432.17	\$ 338,319.17
2029	\$ 50,851.39	\$ 251,191.95	\$ 16,537.15	\$ 19,820.81	\$ 338,401.31
2030	\$ 54,334.37	\$ 247,378.10	\$ 16,282.89	\$ 20,217.23	\$ 338,212.59
2031	\$ 58,513.93	\$ 243,303.02	\$ 16,011.22	\$ 20,621.57	\$ 338,449.75
2032	\$ 61,996.90	\$ 238,914.47	\$ 15,718.65	\$ 21,034.01	\$ 337,664.04
2033	\$ 66,873.07	\$ 234,264.71	\$ 15,408.67	\$ 21,454.69	\$ 338,001.13
2034	\$ 71,749.23	\$ 229,249.23	\$ 15,074.30	\$ 21,883.78	\$ 337,956.53
2035	\$ 76,625.39	\$ 223,868.03	\$ 14,715.56	\$ 22,321.46	\$ 337,530.43
2036	\$ 82,198.14	\$ 218,121.13	\$ 14,332.43	\$ 22,767.88	\$ 337,419.59
2037	\$ 87,770.90	\$ 211,956.27	\$ 13,921.44	\$ 23,223.24	\$ 336,871.85
2038	\$ 94,736.84	\$ 205,373.45	\$ 13,482.59	\$ 23,687.71	\$ 337,280.59
2039	\$ 101,006.19	\$ 198,268.19	\$ 13,008.90	\$ 24,161.46	\$ 336,444.74
2040	\$ 108,668.73	\$ 190,692.72	\$ 12,503.87	\$ 24,644.69	\$ 336,510.02
2041	\$ 117,027.86	\$ 182,542.57	\$ 11,960.53	\$ 25,137.58	\$ 336,668.54
2042	\$ 125,387.00	\$ 173,765.48	\$ 11,375.39	\$ 25,640.34	\$ 336,168.20
2043	\$ 135,139.32	\$ 164,361.46	\$ 10,748.45	\$ 26,153.14	\$ 336,402.37
2044	\$ 144,891.64	\$ 154,226.01	\$ 10,072.76	\$ 26,676.21	\$ 335,866.61
2045	\$ 156,037.15	\$ 143,359.13	\$ 9,348.30	\$ 27,209.73	\$ 335,954.31
2046	\$ 167,182.66	\$ 131,656.35	\$ 8,568.11	\$ 27,753.92	\$ 335,161.04
2047	\$ 180,417.96	\$ 119,117.65	\$ 7,732.20	\$ 28,309.00	\$ 335,576.80
2048	\$ 193,653.25	\$ 105,586.30	\$ 6,830.11	\$ 28,875.18	\$ 334,944.84
2049	\$ 208,281.73	\$ 91,062.31	\$ 5,861.84	\$ 29,452.69	\$ 334,658.57
2050	\$ 224,303.41	\$ 75,441.18	\$ 4,820.43	\$ 30,041.74	\$ 334,606.76
2051	\$ 241,718.27	\$ 58,618.42	\$ 3,698.92	\$ 30,642.57	\$ 334,678.18
2052	\$ 259,829.72	\$ 40,489.55	\$ 2,490.33	\$ 31,255.43	\$ 334,065.02
2053	\$ 280,030.96	\$ 21,002.32	\$ 1,191.18	\$ 31,880.53	\$ 334,104.99
<b>Total</b>	<b>\$ 3,441,176.47</b>	<b>\$ 4,666,642.80</b>	<b>\$ 305,467.11</b>	<b>\$ 675,438.28</b>	<b>\$ 9,088,724.66</b>

*Footnotes:*

[a] Interest is calculated at a 7.500% rate.

[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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1**  
**TRACT 1 PARCEL 2 OFFICE BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>4</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 TRACT 1 PARCEL 2 OFFICE PRINCIPAL ASSESSMENT:  
\$1,498,823.53**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>4</sup> 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 Collin 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]<sup>5</sup>

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<sup>5</sup> 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]<sup>6</sup>

<sup>6</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 TRACT 1 PARCEL 2 OFFICE

Installment Due 1/31	Principal	Interest	Additional Interest	Annual Collection Costs	Total Annual Installment
2027	\$ 19,417.96	\$ 112,411.76	\$ 7,403.10	\$ 9,207.43	\$ 148,440.25
2028	\$ 20,631.58	\$ 110,955.42	\$ 7,306.01	\$ 8,463.79	\$ 147,356.79
2029	\$ 22,148.61	\$ 109,408.05	\$ 7,202.85	\$ 8,633.07	\$ 147,392.57
2030	\$ 23,665.63	\$ 107,746.90	\$ 7,092.11	\$ 8,805.73	\$ 147,310.37
2031	\$ 25,486.07	\$ 105,971.98	\$ 6,973.78	\$ 8,981.84	\$ 147,413.67
2032	\$ 27,003.10	\$ 104,060.53	\$ 6,846.35	\$ 9,161.48	\$ 147,071.45
2033	\$ 29,126.93	\$ 102,035.29	\$ 6,711.33	\$ 9,344.71	\$ 147,218.27
2034	\$ 31,250.77	\$ 99,850.77	\$ 6,565.70	\$ 9,531.60	\$ 147,198.85
2035	\$ 33,374.61	\$ 97,506.97	\$ 6,409.44	\$ 9,722.23	\$ 147,013.26
2036	\$ 35,801.86	\$ 95,003.87	\$ 6,242.57	\$ 9,916.68	\$ 146,964.98
2037	\$ 38,229.10	\$ 92,318.73	\$ 6,063.56	\$ 10,115.01	\$ 146,726.41
2038	\$ 41,263.16	\$ 89,451.55	\$ 5,872.41	\$ 10,317.31	\$ 146,904.43
2039	\$ 43,993.81	\$ 86,356.81	\$ 5,666.10	\$ 10,523.66	\$ 146,540.38
2040	\$ 47,331.27	\$ 83,057.28	\$ 5,446.13	\$ 10,734.13	\$ 146,568.81
2041	\$ 50,972.14	\$ 79,507.43	\$ 5,209.47	\$ 10,948.81	\$ 146,637.85
2042	\$ 54,613.00	\$ 75,684.52	\$ 4,954.61	\$ 11,167.79	\$ 146,419.93
2043	\$ 58,860.68	\$ 71,588.54	\$ 4,681.55	\$ 11,391.15	\$ 146,521.92
2044	\$ 63,108.36	\$ 67,173.99	\$ 4,387.24	\$ 11,618.97	\$ 146,288.57
2045	\$ 67,962.85	\$ 62,440.87	\$ 4,071.70	\$ 11,851.35	\$ 146,326.77
2046	\$ 72,817.34	\$ 57,343.65	\$ 3,731.89	\$ 12,088.38	\$ 145,981.25
2047	\$ 78,582.04	\$ 51,882.35	\$ 3,367.80	\$ 12,330.14	\$ 146,162.34
2048	\$ 84,346.75	\$ 45,988.70	\$ 2,974.89	\$ 12,576.75	\$ 145,887.09
2049	\$ 90,718.27	\$ 39,662.69	\$ 2,553.16	\$ 12,828.28	\$ 145,762.40
2050	\$ 97,696.59	\$ 32,858.82	\$ 2,099.57	\$ 13,084.85	\$ 145,739.83
2051	\$ 105,281.73	\$ 25,531.58	\$ 1,611.08	\$ 13,346.54	\$ 145,770.94
2052	\$ 113,170.28	\$ 17,635.45	\$ 1,084.67	\$ 13,613.47	\$ 145,503.88
2053	\$ 121,969.04	\$ 9,147.68	\$ 518.82	\$ 13,885.74	\$ 145,521.29
<b>Total</b>	<b>\$ 1,498,823.53</b>	<b>\$ 2,032,582.20</b>	<b>\$ 133,047.89</b>	<b>\$ 294,190.90</b>	<b>\$ 3,958,644.52</b>

**Footnotes:**

[a] Interest is calculated at a 7.500% rate.

[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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 1 PARCEL 3 RETAIL BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>7</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 1 PARCEL 3 RETAIL PRINCIPAL  
ASSESSMENT: \$798,354.53**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>7</sup> 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 Collin 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]<sup>8</sup>

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<sup>8</sup> 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

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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]<sup>9</sup>

<sup>9</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 1 PARCEL 3  
RETAIL**

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment <sup>[b]</sup>
2027	\$ 8,375.38	\$ 67,124.60	\$ 3,953.08	\$ 3,212.13	\$ 82,665.18
2028	\$ 9,061.08	\$ 66,433.63	\$ 3,911.20	\$ 2,745.74	\$ 82,151.64
2029	\$ 9,844.74	\$ 65,686.09	\$ 3,865.90	\$ 2,800.65	\$ 82,197.38
2030	\$ 10,677.38	\$ 64,873.90	\$ 3,816.67	\$ 2,856.66	\$ 82,224.61
2031	\$ 11,559.00	\$ 63,993.01	\$ 3,763.29	\$ 2,913.80	\$ 82,229.10
2032	\$ 12,538.57	\$ 63,039.40	\$ 3,705.49	\$ 2,972.07	\$ 82,255.53
2033	\$ 13,567.13	\$ 62,004.96	\$ 3,642.80	\$ 3,031.51	\$ 82,246.41
2034	\$ 14,742.62	\$ 60,885.68	\$ 3,574.96	\$ 3,092.14	\$ 82,295.40
2035	\$ 15,967.09	\$ 59,669.41	\$ 3,501.25	\$ 3,153.99	\$ 82,291.74
2036	\$ 17,338.50	\$ 58,352.12	\$ 3,421.41	\$ 3,217.07	\$ 82,329.10
2037	\$ 18,807.86	\$ 56,921.70	\$ 3,334.72	\$ 3,281.41	\$ 82,345.69
2038	\$ 20,375.18	\$ 55,370.05	\$ 3,240.68	\$ 3,347.04	\$ 82,332.95
2039	\$ 22,138.42	\$ 53,689.10	\$ 3,138.81	\$ 3,413.98	\$ 82,380.30
2040	\$ 24,048.59	\$ 51,862.68	\$ 3,028.11	\$ 3,482.26	\$ 82,421.64
2041	\$ 26,105.70	\$ 49,878.67	\$ 2,907.87	\$ 3,551.90	\$ 82,444.15
2042	\$ 28,309.75	\$ 47,724.95	\$ 2,777.34	\$ 3,622.94	\$ 82,434.98
2043	\$ 30,758.69	\$ 45,389.39	\$ 2,635.79	\$ 3,695.40	\$ 82,479.28
2044	\$ 33,403.55	\$ 42,851.80	\$ 2,482.00	\$ 3,769.31	\$ 82,506.66
2045	\$ 36,342.27	\$ 40,012.50	\$ 2,314.98	\$ 3,844.69	\$ 82,514.45
2046	\$ 39,574.87	\$ 36,923.41	\$ 2,133.27	\$ 3,921.59	\$ 82,553.14
2047	\$ 43,052.37	\$ 33,559.54	\$ 1,935.40	\$ 4,000.02	\$ 82,547.33
2048	\$ 46,872.72	\$ 29,900.09	\$ 1,720.14	\$ 4,080.02	\$ 82,572.96
2049	\$ 51,035.92	\$ 25,915.91	\$ 1,485.77	\$ 4,161.62	\$ 82,599.22
2050	\$ 55,590.94	\$ 21,577.86	\$ 1,230.59	\$ 4,244.85	\$ 82,644.25
2051	\$ 60,537.80	\$ 16,852.63	\$ 952.64	\$ 4,329.75	\$ 82,672.82
2052	\$ 65,925.47	\$ 11,706.91	\$ 649.95	\$ 4,416.34	\$ 82,698.68
2053	\$ 71,802.93	\$ 6,103.25	\$ 320.32	\$ 4,504.67	\$ 82,731.17
<b>Total</b>	<b>\$ 798,354.53</b>	<b>\$ 1,258,303.23</b>	<b>\$ 73,444.45</b>	<b>\$ 95,663.55</b>	<b>\$ 2,225,765.76</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 1 PARCEL 4 RETAIL BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>10</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 1 PARCEL 4 RETAIL PRINCIPAL  
ASSESSMENT: \$808,218.42**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>10</sup> 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 Collin 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]<sup>11</sup>

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<sup>11</sup> 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 \_\_\_\_\_

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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]<sup>12</sup>

<sup>12</sup> 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 Collin 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

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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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 1 PARCEL 4  
RETAIL**

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment <sup>[b]</sup>
2027	\$ 8,478.86	\$ 67,953.94	\$ 4,001.92	\$ 3,251.81	\$ 83,686.53
2028	\$ 9,173.03	\$ 67,254.43	\$ 3,959.53	\$ 2,779.66	\$ 83,166.65
2029	\$ 9,966.37	\$ 66,497.66	\$ 3,913.66	\$ 2,835.25	\$ 83,212.95
2030	\$ 10,809.30	\$ 65,675.43	\$ 3,863.83	\$ 2,891.96	\$ 83,240.52
2031	\$ 11,701.81	\$ 64,783.66	\$ 3,809.78	\$ 2,949.80	\$ 83,245.06
2032	\$ 12,693.49	\$ 63,818.27	\$ 3,751.27	\$ 3,008.79	\$ 83,271.82
2033	\$ 13,734.75	\$ 62,771.05	\$ 3,687.81	\$ 3,068.97	\$ 83,262.58
2034	\$ 14,924.77	\$ 61,637.93	\$ 3,619.13	\$ 3,130.35	\$ 83,312.19
2035	\$ 16,164.37	\$ 60,406.64	\$ 3,544.51	\$ 3,192.96	\$ 83,308.47
2036	\$ 17,552.72	\$ 59,073.08	\$ 3,463.69	\$ 3,256.82	\$ 83,346.30
2037	\$ 19,040.24	\$ 57,624.98	\$ 3,375.92	\$ 3,321.95	\$ 83,363.09
2038	\$ 20,626.92	\$ 56,054.16	\$ 3,280.72	\$ 3,388.39	\$ 83,350.20
2039	\$ 22,411.95	\$ 54,352.44	\$ 3,177.59	\$ 3,456.16	\$ 83,398.13
2040	\$ 24,345.72	\$ 52,503.46	\$ 3,065.53	\$ 3,525.28	\$ 83,439.98
2041	\$ 26,428.25	\$ 50,494.93	\$ 2,943.80	\$ 3,595.79	\$ 83,462.77
2042	\$ 28,659.52	\$ 48,314.60	\$ 2,811.66	\$ 3,667.70	\$ 83,453.49
2043	\$ 31,138.72	\$ 45,950.19	\$ 2,668.36	\$ 3,741.06	\$ 83,498.33
2044	\$ 33,816.26	\$ 43,381.25	\$ 2,512.67	\$ 3,815.88	\$ 83,526.05
2045	\$ 36,791.29	\$ 40,506.87	\$ 2,343.59	\$ 3,892.20	\$ 83,533.94
2046	\$ 40,063.83	\$ 37,379.61	\$ 2,159.63	\$ 3,970.04	\$ 83,573.11
2047	\$ 43,584.29	\$ 33,974.18	\$ 1,959.31	\$ 4,049.44	\$ 83,567.22
2048	\$ 47,451.84	\$ 30,269.52	\$ 1,741.39	\$ 4,130.43	\$ 83,593.17
2049	\$ 51,666.48	\$ 26,236.11	\$ 1,504.13	\$ 4,213.04	\$ 83,619.75
2050	\$ 56,277.79	\$ 21,844.46	\$ 1,245.80	\$ 4,297.30	\$ 83,665.34
2051	\$ 61,285.76	\$ 17,060.85	\$ 964.41	\$ 4,383.24	\$ 83,694.26
2052	\$ 66,740.00	\$ 11,851.56	\$ 657.98	\$ 4,470.91	\$ 83,720.44
2053	\$ 72,690.07	\$ 6,178.66	\$ 324.28	\$ 4,560.33	\$ 83,753.34
<b>Total</b>	<b>\$ 808,218.42</b>	<b>\$ 1,273,849.91</b>	<b>\$ 74,351.88</b>	<b>\$ 96,845.50</b>	<b>\$ 2,253,265.70</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 1 PARCEL 5 OFFICE BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>13</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 1 PARCEL 5 OFFICE PRINCIPAL  
ASSESSMENT: \$1,817,032.12**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>13</sup> 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 Collin 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]<sup>14</sup>

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<sup>14</sup> 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]<sup>15</sup>

<sup>15</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 1 PARCEL 5  
OFFICE**

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment <sup>[b]</sup>
2027	\$ 19,062.12	\$ 152,773.66	\$ 8,997.10	\$ 7,310.71	\$ 188,143.58
2028	\$ 20,622.76	\$ 151,201.04	\$ 8,901.79	\$ 6,249.22	\$ 186,974.80
2029	\$ 22,406.35	\$ 149,499.66	\$ 8,798.67	\$ 6,374.20	\$ 187,078.88
2030	\$ 24,301.41	\$ 147,651.14	\$ 8,686.64	\$ 6,501.69	\$ 187,140.87
2031	\$ 26,307.95	\$ 145,646.27	\$ 8,565.13	\$ 6,631.72	\$ 187,151.07
2032	\$ 28,537.44	\$ 143,475.87	\$ 8,433.59	\$ 6,764.35	\$ 187,211.25
2033	\$ 30,878.40	\$ 141,121.53	\$ 8,290.91	\$ 6,899.64	\$ 187,190.47
2034	\$ 33,553.78	\$ 138,574.06	\$ 8,136.51	\$ 7,037.63	\$ 187,301.99
2035	\$ 36,340.64	\$ 135,805.87	\$ 7,968.74	\$ 7,178.39	\$ 187,293.65
2036	\$ 39,461.92	\$ 132,807.77	\$ 7,787.04	\$ 7,321.95	\$ 187,378.69
2037	\$ 42,806.16	\$ 129,552.16	\$ 7,589.73	\$ 7,468.39	\$ 187,416.44
2038	\$ 46,373.34	\$ 126,020.65	\$ 7,375.70	\$ 7,617.76	\$ 187,387.45
2039	\$ 50,386.41	\$ 122,194.85	\$ 7,143.83	\$ 7,770.12	\$ 187,495.22
2040	\$ 54,733.91	\$ 118,037.97	\$ 6,891.90	\$ 7,925.52	\$ 187,589.31
2041	\$ 59,415.84	\$ 113,522.43	\$ 6,618.23	\$ 8,084.03	\$ 187,640.52
2042	\$ 64,432.18	\$ 108,620.62	\$ 6,321.15	\$ 8,245.71	\$ 187,619.66
2043	\$ 70,005.90	\$ 103,304.96	\$ 5,998.99	\$ 8,410.62	\$ 187,720.48
2044	\$ 76,025.52	\$ 97,529.48	\$ 5,648.96	\$ 8,578.84	\$ 187,782.79
2045	\$ 82,713.98	\$ 91,067.31	\$ 5,268.84	\$ 8,750.41	\$ 187,800.53
2046	\$ 90,071.29	\$ 84,036.62	\$ 4,855.27	\$ 8,925.42	\$ 187,888.59
2047	\$ 97,985.97	\$ 76,380.56	\$ 4,404.91	\$ 9,103.93	\$ 187,875.37
2048	\$ 106,680.97	\$ 68,051.75	\$ 3,914.98	\$ 9,286.01	\$ 187,933.71
2049	\$ 116,156.29	\$ 58,983.87	\$ 3,381.57	\$ 9,471.73	\$ 187,993.46
2050	\$ 126,523.40	\$ 49,110.59	\$ 2,800.79	\$ 9,661.16	\$ 188,095.95
2051	\$ 137,782.31	\$ 38,356.10	\$ 2,168.18	\$ 9,854.39	\$ 188,160.97
2052	\$ 150,044.49	\$ 26,644.60	\$ 1,479.26	\$ 10,051.47	\$ 188,219.83
2053	\$ 163,421.42	\$ 13,890.82	\$ 729.04	\$ 10,252.50	\$ 188,293.78
<b>Total</b>	<b>\$ 1,817,032.12</b>	<b>\$ 2,863,862.22</b>	<b>\$ 167,157.48</b>	<b>\$ 217,727.50</b>	<b>\$ 5,065,779.32</b>

**Footnotes:**

- [a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 1 PARCEL 6 OFFICE BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>16</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 1 PARCEL 6 OFFICE PRINCIPAL  
ASSESSMENT: \$1,595,442.83**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>16</sup> 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 Collin 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]<sup>17</sup>

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<sup>17</sup> 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]<sup>18</sup>

<sup>18</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 1 PARCEL 6  
OFFICE**

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment <sup>[b]</sup>
2027	\$ 16,737.47	\$ 134,142.73	\$ 7,899.89	\$ 6,419.16	\$ 165,199.24
2028	\$ 18,107.79	\$ 132,761.89	\$ 7,816.20	\$ 5,487.12	\$ 164,172.99
2029	\$ 19,673.87	\$ 131,268.00	\$ 7,725.66	\$ 5,596.86	\$ 164,264.38
2030	\$ 21,337.82	\$ 129,644.90	\$ 7,627.29	\$ 5,708.80	\$ 164,318.82
2031	\$ 23,099.66	\$ 127,884.53	\$ 7,520.60	\$ 5,822.97	\$ 164,327.77
2032	\$ 25,057.26	\$ 125,978.81	\$ 7,405.11	\$ 5,939.43	\$ 164,380.61
2033	\$ 27,112.74	\$ 123,911.58	\$ 7,279.82	\$ 6,058.22	\$ 164,362.37
2034	\$ 29,461.86	\$ 121,674.78	\$ 7,144.26	\$ 6,179.39	\$ 164,460.28
2035	\$ 31,908.86	\$ 119,244.18	\$ 6,996.95	\$ 6,302.97	\$ 164,452.96
2036	\$ 34,649.49	\$ 116,611.70	\$ 6,837.40	\$ 6,429.03	\$ 164,527.63
2037	\$ 37,585.89	\$ 113,753.12	\$ 6,664.15	\$ 6,557.61	\$ 164,560.78
2038	\$ 40,718.05	\$ 110,652.28	\$ 6,476.23	\$ 6,688.77	\$ 164,535.32
2039	\$ 44,241.73	\$ 107,293.04	\$ 6,272.64	\$ 6,822.54	\$ 164,629.94
2040	\$ 48,059.04	\$ 103,643.10	\$ 6,051.43	\$ 6,958.99	\$ 164,712.56
2041	\$ 52,170.00	\$ 99,678.23	\$ 5,811.13	\$ 7,098.17	\$ 164,757.53
2042	\$ 56,574.60	\$ 95,374.20	\$ 5,550.28	\$ 7,240.13	\$ 164,739.22
2043	\$ 61,468.60	\$ 90,706.80	\$ 5,267.41	\$ 7,384.94	\$ 164,827.74
2044	\$ 66,754.11	\$ 85,635.64	\$ 4,960.07	\$ 7,532.64	\$ 164,882.45
2045	\$ 72,626.91	\$ 79,961.54	\$ 4,626.29	\$ 7,683.29	\$ 164,898.03
2046	\$ 79,086.98	\$ 73,788.25	\$ 4,263.16	\$ 7,836.95	\$ 164,975.35
2047	\$ 86,036.46	\$ 67,065.86	\$ 3,867.73	\$ 7,993.69	\$ 164,963.74
2048	\$ 93,671.09	\$ 59,752.76	\$ 3,437.54	\$ 8,153.57	\$ 165,014.96
2049	\$ 101,990.89	\$ 51,790.72	\$ 2,969.19	\$ 8,316.64	\$ 165,067.43
2050	\$ 111,093.72	\$ 43,121.49	\$ 2,459.23	\$ 8,482.97	\$ 165,157.42
2051	\$ 120,979.59	\$ 33,678.53	\$ 1,903.76	\$ 8,652.63	\$ 165,214.51
2052	\$ 131,746.38	\$ 23,395.26	\$ 1,298.87	\$ 8,825.68	\$ 165,266.19
2053	\$ 143,491.98	\$ 12,196.82	\$ 640.13	\$ 9,002.20	\$ 165,331.13
<b>Total</b>	<b>\$ 1,595,442.83</b>	<b>\$ 2,514,610.73</b>	<b>\$ 146,772.42</b>	<b>\$ 191,175.37</b>	<b>\$ 4,448,001.36</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 1 PARCEL 7 OFFICE BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>19</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 1 PARCEL 7 OFFICE PRINCIPAL  
ASSESSMENT: \$349,003.12**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>19</sup> 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 Collin 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]<sup>20</sup>

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<sup>20</sup> 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

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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]<sup>21</sup>

<sup>21</sup> 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 Collin 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

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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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 1 PARCEL 7  
OFFICE**

<b>Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Annual Collection Costs</b>	<b>Total Annual Installment<sup>[b]</sup></b>
2027	\$ 3,661.32	\$ 29,343.72	\$ 1,728.10	\$ 1,404.19	\$ 36,137.33
2028	\$ 3,961.08	\$ 29,041.66	\$ 1,709.79	\$ 1,200.31	\$ 35,912.84
2029	\$ 4,303.66	\$ 28,714.87	\$ 1,689.99	\$ 1,224.31	\$ 35,932.83
2030	\$ 4,667.65	\$ 28,359.82	\$ 1,668.47	\$ 1,248.80	\$ 35,944.74
2031	\$ 5,053.05	\$ 27,974.74	\$ 1,645.13	\$ 1,273.78	\$ 35,946.70
2032	\$ 5,481.28	\$ 27,557.86	\$ 1,619.87	\$ 1,299.25	\$ 35,958.26
2033	\$ 5,930.91	\$ 27,105.66	\$ 1,592.46	\$ 1,325.24	\$ 35,954.27
2034	\$ 6,444.78	\$ 26,616.36	\$ 1,562.81	\$ 1,351.74	\$ 35,975.69
2035	\$ 6,980.06	\$ 26,084.66	\$ 1,530.58	\$ 1,378.78	\$ 35,974.08
2036	\$ 7,579.58	\$ 25,508.81	\$ 1,495.68	\$ 1,406.35	\$ 35,990.42
2037	\$ 8,221.91	\$ 24,883.49	\$ 1,457.78	\$ 1,434.48	\$ 35,997.67
2038	\$ 8,907.07	\$ 24,205.19	\$ 1,416.67	\$ 1,463.17	\$ 35,992.10
2039	\$ 9,677.88	\$ 23,470.35	\$ 1,372.14	\$ 1,492.43	\$ 36,012.80
2040	\$ 10,512.92	\$ 22,671.93	\$ 1,323.75	\$ 1,522.28	\$ 36,030.87
2041	\$ 11,412.19	\$ 21,804.61	\$ 1,271.18	\$ 1,552.73	\$ 36,040.71
2042	\$ 12,375.69	\$ 20,863.11	\$ 1,214.12	\$ 1,583.78	\$ 36,036.70
2043	\$ 13,446.26	\$ 19,842.11	\$ 1,152.25	\$ 1,615.46	\$ 36,056.07
2044	\$ 14,602.46	\$ 18,732.80	\$ 1,085.01	\$ 1,647.76	\$ 36,068.04
2045	\$ 15,887.14	\$ 17,491.59	\$ 1,012.00	\$ 1,680.72	\$ 36,071.44
2046	\$ 17,300.28	\$ 16,141.18	\$ 932.57	\$ 1,714.33	\$ 36,088.36
2047	\$ 18,820.48	\$ 14,670.66	\$ 846.06	\$ 1,748.62	\$ 36,085.82
2048	\$ 20,490.55	\$ 13,070.92	\$ 751.96	\$ 1,783.59	\$ 36,097.02
2049	\$ 22,310.51	\$ 11,329.22	\$ 649.51	\$ 1,819.26	\$ 36,108.50
2050	\$ 24,301.75	\$ 9,432.83	\$ 537.96	\$ 1,855.65	\$ 36,128.18
2051	\$ 26,464.29	\$ 7,367.18	\$ 416.45	\$ 1,892.76	\$ 36,140.67
2052	\$ 28,819.52	\$ 5,117.71	\$ 284.13	\$ 1,930.62	\$ 36,151.98
2053	\$ 31,388.87	\$ 2,668.05	\$ 140.03	\$ 1,969.23	\$ 36,166.18
<b>Total</b>	<b>\$ 349,003.12</b>	<b>\$ 550,071.10</b>	<b>\$ 32,106.47</b>	<b>\$ 41,819.61</b>	<b>\$ 973,000.30</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 2 PARCEL 1 MULTI-FAMILY BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>22</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 2 PARCEL 1 MULTI-FAMILY PRINCIPAL  
ASSESSMENT: \$2,492,879.43**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>22</sup> 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 Collin 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]<sup>23</sup>

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<sup>23</sup> 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

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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]<sup>24</sup>

<sup>24</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 2 PARCEL 1  
MULTI-FAMILY**

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment <sup>[b]</sup>
2027	\$ 26,152.29	\$ 209,598.01	\$ 12,343.58	\$ 10,029.93	\$ 258,123.82
2028	\$ 28,293.42	\$ 207,440.45	\$ 12,212.82	\$ 8,573.62	\$ 256,520.30
2029	\$ 30,740.42	\$ 205,106.24	\$ 12,071.35	\$ 8,745.09	\$ 256,663.10
2030	\$ 33,340.35	\$ 202,570.16	\$ 11,917.65	\$ 8,920.00	\$ 256,748.15
2031	\$ 36,093.22	\$ 199,819.58	\$ 11,750.94	\$ 9,098.40	\$ 256,762.14
2032	\$ 39,151.97	\$ 196,841.89	\$ 11,570.48	\$ 9,280.36	\$ 256,844.70
2033	\$ 42,363.66	\$ 193,611.85	\$ 11,374.72	\$ 9,465.97	\$ 256,816.20
2034	\$ 46,034.15	\$ 190,116.85	\$ 11,162.90	\$ 9,655.29	\$ 256,969.19
2035	\$ 49,857.59	\$ 186,319.03	\$ 10,932.73	\$ 9,848.40	\$ 256,957.75
2036	\$ 54,139.84	\$ 182,205.78	\$ 10,683.44	\$ 10,045.36	\$ 257,074.42
2037	\$ 58,727.96	\$ 177,739.24	\$ 10,412.74	\$ 10,246.27	\$ 257,126.21
2038	\$ 63,621.95	\$ 172,894.19	\$ 10,119.10	\$ 10,451.20	\$ 257,086.44
2039	\$ 69,127.70	\$ 167,645.38	\$ 9,800.99	\$ 10,660.22	\$ 257,234.29
2040	\$ 75,092.26	\$ 161,942.34	\$ 9,455.35	\$ 10,873.42	\$ 257,363.38
2041	\$ 81,515.63	\$ 155,747.23	\$ 9,079.89	\$ 11,090.89	\$ 257,433.64
2042	\$ 88,397.81	\$ 149,022.19	\$ 8,672.31	\$ 11,312.71	\$ 257,405.03
2043	\$ 96,044.68	\$ 141,729.37	\$ 8,230.33	\$ 11,538.96	\$ 257,543.34
2044	\$ 104,303.30	\$ 133,805.69	\$ 7,750.10	\$ 11,769.74	\$ 257,628.83
2045	\$ 113,479.54	\$ 124,939.91	\$ 7,228.59	\$ 12,005.14	\$ 257,653.17
2046	\$ 123,573.41	\$ 115,294.14	\$ 6,661.19	\$ 12,245.24	\$ 257,773.98
2047	\$ 134,431.96	\$ 104,790.40	\$ 6,043.32	\$ 12,490.15	\$ 257,755.84
2048	\$ 146,361.08	\$ 93,363.69	\$ 5,371.16	\$ 12,739.95	\$ 257,835.88
2049	\$ 159,360.76	\$ 80,923.00	\$ 4,639.36	\$ 12,994.75	\$ 257,917.86
2050	\$ 173,583.94	\$ 67,377.33	\$ 3,842.55	\$ 13,254.64	\$ 258,058.46
2051	\$ 189,030.61	\$ 52,622.70	\$ 2,974.63	\$ 13,519.74	\$ 258,147.68
2052	\$ 205,853.72	\$ 36,555.09	\$ 2,029.48	\$ 13,790.13	\$ 258,228.43
2053	\$ 224,206.21	\$ 19,057.53	\$ 1,000.21	\$ 14,065.93	\$ 258,329.88
<b>Total</b>	<b>\$ 2,492,879.43</b>	<b>\$ 3,929,079.27</b>	<b>\$ 229,331.91</b>	<b>\$ 298,711.52</b>	<b>\$ 6,950,002.12</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 2 PARCEL 2 OFFICE BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>25</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 2 PARCEL 2 OFFICE PRINCIPAL  
ASSESSMENT: \$553,973.21**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>25</sup> 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 Collin 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]<sup>26</sup>

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<sup>26</sup> 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

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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]<sup>27</sup>

<sup>27</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 2 PARCEL 2  
OFFICE**

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment <sup>[b]</sup>
2027	\$ 5,811.62	\$ 46,577.34	\$ 2,743.02	\$ 2,228.87	\$ 57,360.85
2028	\$ 6,287.43	\$ 46,097.88	\$ 2,713.96	\$ 1,905.25	\$ 57,004.51
2029	\$ 6,831.20	\$ 45,579.17	\$ 2,682.52	\$ 1,943.35	\$ 57,036.24
2030	\$ 7,408.97	\$ 45,015.59	\$ 2,648.37	\$ 1,982.22	\$ 57,055.14
2031	\$ 8,020.72	\$ 44,404.35	\$ 2,611.32	\$ 2,021.87	\$ 57,058.25
2032	\$ 8,700.44	\$ 43,742.64	\$ 2,571.22	\$ 2,062.30	\$ 57,076.60
2033	\$ 9,414.15	\$ 43,024.86	\$ 2,527.72	\$ 2,103.55	\$ 57,070.27
2034	\$ 10,229.81	\$ 42,248.19	\$ 2,480.64	\$ 2,145.62	\$ 57,104.27
2035	\$ 11,079.46	\$ 41,404.23	\$ 2,429.50	\$ 2,188.53	\$ 57,101.72
2036	\$ 12,031.07	\$ 40,490.17	\$ 2,374.10	\$ 2,232.30	\$ 57,127.65
2037	\$ 13,050.66	\$ 39,497.61	\$ 2,313.94	\$ 2,276.95	\$ 57,139.16
2038	\$ 14,138.21	\$ 38,420.93	\$ 2,248.69	\$ 2,322.49	\$ 57,130.32
2039	\$ 15,361.71	\$ 37,254.53	\$ 2,178.00	\$ 2,368.94	\$ 57,163.18
2040	\$ 16,687.17	\$ 35,987.19	\$ 2,101.19	\$ 2,416.32	\$ 57,191.86
2041	\$ 18,114.58	\$ 34,610.50	\$ 2,017.75	\$ 2,464.64	\$ 57,207.48
2042	\$ 19,643.96	\$ 33,116.04	\$ 1,927.18	\$ 2,513.94	\$ 57,201.12
2043	\$ 21,343.26	\$ 31,495.42	\$ 1,828.96	\$ 2,564.21	\$ 57,231.85
2044	\$ 23,178.51	\$ 29,734.60	\$ 1,722.24	\$ 2,615.50	\$ 57,250.85
2045	\$ 25,217.68	\$ 27,764.42	\$ 1,606.35	\$ 2,667.81	\$ 57,256.26
2046	\$ 27,460.76	\$ 25,620.92	\$ 1,480.26	\$ 2,721.16	\$ 57,283.11
2047	\$ 29,873.77	\$ 23,286.76	\$ 1,342.96	\$ 2,775.59	\$ 57,279.07
2048	\$ 32,524.68	\$ 20,747.49	\$ 1,193.59	\$ 2,831.10	\$ 57,296.86
2049	\$ 35,413.50	\$ 17,982.89	\$ 1,030.97	\$ 2,887.72	\$ 57,315.08
2050	\$ 38,574.21	\$ 14,972.74	\$ 853.90	\$ 2,945.48	\$ 57,346.32
2051	\$ 42,006.80	\$ 11,693.93	\$ 661.03	\$ 3,004.39	\$ 57,366.15
2052	\$ 45,745.27	\$ 8,123.35	\$ 451.00	\$ 3,064.47	\$ 57,384.10
2053	\$ 49,823.60	\$ 4,235.01	\$ 222.27	\$ 3,125.76	\$ 57,406.64
<b>Total</b>	<b>\$ 553,973.21</b>	<b>\$ 873,128.73</b>	<b>\$ 50,962.65</b>	<b>\$ 66,380.34</b>	<b>\$ 1,544,444.92</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 2 PARCEL 3 OFFICE BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>28</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 2 PARCEL 3 OFFICE PRINCIPAL  
ASSESSMENT: \$553,973.21**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>28</sup> 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 Collin 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]<sup>29</sup>

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<sup>29</sup> 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]<sup>30</sup>

<sup>30</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 2 PARCEL 3  
OFFICE**

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment <sup>[b]</sup>
2027	\$ 5,811.62	\$ 46,577.34	\$ 2,743.02	\$ 2,228.87	\$ 57,360.85
2028	\$ 6,287.43	\$ 46,097.88	\$ 2,713.96	\$ 1,905.25	\$ 57,004.51
2029	\$ 6,831.20	\$ 45,579.17	\$ 2,682.52	\$ 1,943.35	\$ 57,036.24
2030	\$ 7,408.97	\$ 45,015.59	\$ 2,648.37	\$ 1,982.22	\$ 57,055.14
2031	\$ 8,020.72	\$ 44,404.35	\$ 2,611.32	\$ 2,021.87	\$ 57,058.25
2032	\$ 8,700.44	\$ 43,742.64	\$ 2,571.22	\$ 2,062.30	\$ 57,076.60
2033	\$ 9,414.15	\$ 43,024.86	\$ 2,527.72	\$ 2,103.55	\$ 57,070.27
2034	\$ 10,229.81	\$ 42,248.19	\$ 2,480.64	\$ 2,145.62	\$ 57,104.27
2035	\$ 11,079.46	\$ 41,404.23	\$ 2,429.50	\$ 2,188.53	\$ 57,101.72
2036	\$ 12,031.07	\$ 40,490.17	\$ 2,374.10	\$ 2,232.30	\$ 57,127.65
2037	\$ 13,050.66	\$ 39,497.61	\$ 2,313.94	\$ 2,276.95	\$ 57,139.16
2038	\$ 14,138.21	\$ 38,420.93	\$ 2,248.69	\$ 2,322.49	\$ 57,130.32
2039	\$ 15,361.71	\$ 37,254.53	\$ 2,178.00	\$ 2,368.94	\$ 57,163.18
2040	\$ 16,687.17	\$ 35,987.19	\$ 2,101.19	\$ 2,416.32	\$ 57,191.86
2041	\$ 18,114.58	\$ 34,610.50	\$ 2,017.75	\$ 2,464.64	\$ 57,207.48
2042	\$ 19,643.96	\$ 33,116.04	\$ 1,927.18	\$ 2,513.94	\$ 57,201.12
2043	\$ 21,343.26	\$ 31,495.42	\$ 1,828.96	\$ 2,564.21	\$ 57,231.85
2044	\$ 23,178.51	\$ 29,734.60	\$ 1,722.24	\$ 2,615.50	\$ 57,250.85
2045	\$ 25,217.68	\$ 27,764.42	\$ 1,606.35	\$ 2,667.81	\$ 57,256.26
2046	\$ 27,460.76	\$ 25,620.92	\$ 1,480.26	\$ 2,721.16	\$ 57,283.11
2047	\$ 29,873.77	\$ 23,286.76	\$ 1,342.96	\$ 2,775.59	\$ 57,279.07
2048	\$ 32,524.68	\$ 20,747.49	\$ 1,193.59	\$ 2,831.10	\$ 57,296.86
2049	\$ 35,413.50	\$ 17,982.89	\$ 1,030.97	\$ 2,887.72	\$ 57,315.08
2050	\$ 38,574.21	\$ 14,972.74	\$ 853.90	\$ 2,945.48	\$ 57,346.32
2051	\$ 42,006.80	\$ 11,693.93	\$ 661.03	\$ 3,004.39	\$ 57,366.15
2052	\$ 45,745.27	\$ 8,123.35	\$ 451.00	\$ 3,064.47	\$ 57,384.10
2053	\$ 49,823.60	\$ 4,235.01	\$ 222.27	\$ 3,125.76	\$ 57,406.64
<b>Total</b>	<b>\$ 553,973.21</b>	<b>\$ 873,128.73</b>	<b>\$ 50,962.65</b>	<b>\$ 66,380.34</b>	<b>\$ 1,544,444.92</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 2 PARCEL 4 RETAIL BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>31</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 2 PARCEL 4 RETAIL PRINCIPAL  
ASSESSMENT: \$83,570.82**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>31</sup> 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 Collin 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]<sup>32</sup>

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<sup>32</sup> 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

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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]<sup>33</sup>

<sup>33</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 2 PARCEL 4  
RETAIL**

<b>Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Annual Collection Costs</b>	<b>Total Annual Installment<sup>[b]</sup></b>
2027	\$ 876.72	\$ 7,026.52	\$ 413.80	\$ 336.24	\$ 8,653.29
2028	\$ 948.50	\$ 6,954.19	\$ 409.42	\$ 287.42	\$ 8,599.54
2029	\$ 1,030.54	\$ 6,875.94	\$ 404.68	\$ 293.17	\$ 8,604.32
2030	\$ 1,117.70	\$ 6,790.92	\$ 399.52	\$ 299.03	\$ 8,607.18
2031	\$ 1,209.98	\$ 6,698.71	\$ 393.94	\$ 305.01	\$ 8,607.65
2032	\$ 1,312.52	\$ 6,598.89	\$ 387.89	\$ 311.11	\$ 8,610.41
2033	\$ 1,420.19	\$ 6,490.61	\$ 381.32	\$ 317.34	\$ 8,609.46
2034	\$ 1,543.24	\$ 6,373.44	\$ 374.22	\$ 323.68	\$ 8,614.59
2035	\$ 1,671.42	\$ 6,246.12	\$ 366.51	\$ 330.16	\$ 8,614.20
2036	\$ 1,814.97	\$ 6,108.23	\$ 358.15	\$ 336.76	\$ 8,618.11
2037	\$ 1,968.78	\$ 5,958.50	\$ 349.07	\$ 343.49	\$ 8,619.85
2038	\$ 2,132.85	\$ 5,796.07	\$ 339.23	\$ 350.36	\$ 8,618.52
2039	\$ 2,317.42	\$ 5,620.11	\$ 328.57	\$ 357.37	\$ 8,623.47
2040	\$ 2,517.38	\$ 5,428.92	\$ 316.98	\$ 364.52	\$ 8,627.80
2041	\$ 2,732.71	\$ 5,221.24	\$ 304.39	\$ 371.81	\$ 8,630.16
2042	\$ 2,963.43	\$ 4,995.79	\$ 290.73	\$ 379.25	\$ 8,629.20
2043	\$ 3,219.78	\$ 4,751.31	\$ 275.91	\$ 386.83	\$ 8,633.83
2044	\$ 3,496.64	\$ 4,485.68	\$ 259.81	\$ 394.57	\$ 8,636.70
2045	\$ 3,804.27	\$ 4,188.46	\$ 242.33	\$ 402.46	\$ 8,637.52
2046	\$ 4,142.65	\$ 3,865.10	\$ 223.31	\$ 410.51	\$ 8,641.57
2047	\$ 4,506.67	\$ 3,512.97	\$ 202.60	\$ 418.72	\$ 8,640.96
2048	\$ 4,906.58	\$ 3,129.91	\$ 180.06	\$ 427.09	\$ 8,643.64
2049	\$ 5,342.38	\$ 2,712.85	\$ 155.53	\$ 435.63	\$ 8,646.39
2050	\$ 5,819.19	\$ 2,258.74	\$ 128.82	\$ 444.35	\$ 8,651.10
2051	\$ 6,337.03	\$ 1,764.11	\$ 99.72	\$ 453.23	\$ 8,654.09
2052	\$ 6,901.00	\$ 1,225.47	\$ 68.04	\$ 462.30	\$ 8,656.80
2053	\$ 7,516.25	\$ 638.88	\$ 33.53	\$ 471.54	\$ 8,660.20
<b>Total</b>	<b>\$ 83,570.82</b>	<b>\$ 131,717.70</b>	<b>\$ 7,688.08</b>	<b>\$ 10,013.95</b>	<b>\$ 232,990.55</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 3 PARCEL 1 & 2 TOWNHOMES BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>34</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 3 PARCEL 1 & 2 TOWNHOMES  
PRINCIPAL ASSESSMENT: \$1,131,688.12**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>34</sup> 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 Collin 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]<sup>35</sup>

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<sup>35</sup> 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

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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]<sup>36</sup>

<sup>36</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 3 PARCEL 1 & 2  
TOWNHOMES**

<b>Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Annual Collection Costs</b>	<b>Total Annual Installment<sup>[b]</sup></b>
2027	\$ 11,872.31	\$ 95,150.84	\$ 5,603.59	\$ 4,553.27	\$ 117,180.02
2028	\$ 12,844.31	\$ 94,171.38	\$ 5,544.23	\$ 3,892.15	\$ 116,452.07
2029	\$ 13,955.17	\$ 93,111.72	\$ 5,480.01	\$ 3,969.99	\$ 116,516.90
2030	\$ 15,135.46	\$ 91,960.42	\$ 5,410.23	\$ 4,049.39	\$ 116,555.51
2031	\$ 16,385.18	\$ 90,711.75	\$ 5,334.56	\$ 4,130.38	\$ 116,561.86
2032	\$ 17,773.75	\$ 89,359.97	\$ 5,252.63	\$ 4,212.99	\$ 116,599.34
2033	\$ 19,231.76	\$ 87,893.63	\$ 5,163.76	\$ 4,297.25	\$ 116,586.40
2034	\$ 20,898.04	\$ 86,307.01	\$ 5,067.60	\$ 4,383.20	\$ 116,655.86
2035	\$ 22,633.76	\$ 84,582.93	\$ 4,963.11	\$ 4,470.86	\$ 116,650.66
2036	\$ 24,577.77	\$ 82,715.64	\$ 4,849.94	\$ 4,560.28	\$ 116,703.63
2037	\$ 26,660.63	\$ 80,687.97	\$ 4,727.05	\$ 4,651.48	\$ 116,727.14
2038	\$ 28,882.35	\$ 78,488.47	\$ 4,593.75	\$ 4,744.51	\$ 116,709.08
2039	\$ 31,381.78	\$ 76,105.68	\$ 4,449.34	\$ 4,839.40	\$ 116,776.20
2040	\$ 34,089.50	\$ 73,516.68	\$ 4,292.43	\$ 4,936.19	\$ 116,834.80
2041	\$ 37,005.51	\$ 70,704.30	\$ 4,121.98	\$ 5,034.91	\$ 116,866.70
2042	\$ 40,129.80	\$ 67,651.34	\$ 3,936.96	\$ 5,135.61	\$ 116,853.71
2043	\$ 43,601.24	\$ 64,340.64	\$ 3,736.31	\$ 5,238.32	\$ 116,916.50
2044	\$ 47,350.39	\$ 60,743.53	\$ 3,518.30	\$ 5,343.09	\$ 116,955.31
2045	\$ 51,516.11	\$ 56,718.75	\$ 3,281.55	\$ 5,449.95	\$ 116,966.36
2046	\$ 56,098.41	\$ 52,339.88	\$ 3,023.97	\$ 5,558.95	\$ 117,021.21
2047	\$ 61,027.84	\$ 47,571.52	\$ 2,743.48	\$ 5,670.13	\$ 117,012.97
2048	\$ 66,443.28	\$ 42,384.15	\$ 2,438.34	\$ 5,783.53	\$ 117,049.30
2049	\$ 72,344.73	\$ 36,736.47	\$ 2,106.12	\$ 5,899.20	\$ 117,086.52
2050	\$ 78,801.60	\$ 30,587.17	\$ 1,744.40	\$ 6,017.19	\$ 117,150.35
2051	\$ 85,813.90	\$ 23,889.03	\$ 1,350.39	\$ 6,137.53	\$ 117,190.85
2052	\$ 93,451.06	\$ 16,594.85	\$ 921.32	\$ 6,260.28	\$ 117,227.51
2053	\$ 101,782.50	\$ 8,651.51	\$ 454.06	\$ 6,385.49	\$ 117,273.57
<b>Total</b>	<b>\$ 1,131,688.12</b>	<b>\$ 1,783,677.25</b>	<b>\$ 104,109.41</b>	<b>\$ 135,605.54</b>	<b>\$ 3,155,080.33</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 3 PARCEL 3 ASSISTED LIVING BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>37</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 3 PARCEL 3 ASSISTED LIVING  
PRINCIPAL ASSESSMENT: \$949,668.35**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>37</sup> 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 Collin 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]<sup>38</sup>

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<sup>38</sup> 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

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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]<sup>39</sup>

<sup>39</sup> 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 Collin 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

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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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 3 PARCEL 3  
ASSISTED LIVING**

<b>Installment Due 1/31</b>	<b>Principal</b>	<b>Interest<sup>[a]</sup></b>	<b>Additional Interest</b>	<b>Annual Collection Costs</b>	<b>Total Annual Installment<sup>[b]</sup></b>
2027	\$ 9,962.78	\$ 79,846.86	\$ 4,702.31	\$ 3,820.93	\$ 98,332.88
2028	\$ 10,778.44	\$ 79,024.93	\$ 4,652.50	\$ 3,266.14	\$ 97,722.02
2029	\$ 11,710.63	\$ 78,135.71	\$ 4,598.61	\$ 3,331.46	\$ 97,776.42
2030	\$ 12,701.09	\$ 77,169.58	\$ 4,540.06	\$ 3,398.09	\$ 97,808.82
2031	\$ 13,749.80	\$ 76,121.74	\$ 4,476.55	\$ 3,466.06	\$ 97,814.15
2032	\$ 14,915.04	\$ 74,987.39	\$ 4,407.80	\$ 3,535.38	\$ 97,845.60
2033	\$ 16,138.54	\$ 73,756.90	\$ 4,333.23	\$ 3,606.08	\$ 97,834.74
2034	\$ 17,536.82	\$ 72,425.47	\$ 4,252.53	\$ 3,678.21	\$ 97,893.03
2035	\$ 18,993.37	\$ 70,978.68	\$ 4,164.85	\$ 3,751.77	\$ 97,888.66
2036	\$ 20,624.70	\$ 69,411.73	\$ 4,069.88	\$ 3,826.81	\$ 97,933.11
2037	\$ 22,372.56	\$ 67,710.19	\$ 3,966.76	\$ 3,903.34	\$ 97,952.84
2038	\$ 24,236.93	\$ 65,864.45	\$ 3,854.90	\$ 3,981.41	\$ 97,937.69
2039	\$ 26,334.36	\$ 63,864.91	\$ 3,733.71	\$ 4,061.04	\$ 97,994.01
2040	\$ 28,606.57	\$ 61,692.32	\$ 3,602.04	\$ 4,142.26	\$ 98,043.19
2041	\$ 31,053.57	\$ 59,332.28	\$ 3,459.01	\$ 4,225.10	\$ 98,069.96
2042	\$ 33,675.36	\$ 56,770.36	\$ 3,303.74	\$ 4,309.60	\$ 98,059.06
2043	\$ 36,588.45	\$ 53,992.14	\$ 3,135.36	\$ 4,395.80	\$ 98,111.75
2044	\$ 39,734.59	\$ 50,973.59	\$ 2,952.42	\$ 4,483.71	\$ 98,144.32
2045	\$ 43,230.30	\$ 47,596.15	\$ 2,753.75	\$ 4,573.39	\$ 98,153.59
2046	\$ 47,075.58	\$ 43,921.58	\$ 2,537.60	\$ 4,664.85	\$ 98,199.61
2047	\$ 51,212.18	\$ 39,920.15	\$ 2,302.22	\$ 4,758.15	\$ 98,192.70
2048	\$ 55,756.60	\$ 35,567.12	\$ 2,046.16	\$ 4,853.31	\$ 98,223.19
2049	\$ 60,708.86	\$ 30,827.81	\$ 1,767.37	\$ 4,950.38	\$ 98,254.42
2050	\$ 66,127.21	\$ 25,667.55	\$ 1,463.83	\$ 5,049.39	\$ 98,307.99
2051	\$ 72,011.66	\$ 20,046.74	\$ 1,133.19	\$ 5,150.38	\$ 98,341.97
2052	\$ 78,420.47	\$ 13,925.75	\$ 773.13	\$ 5,253.38	\$ 98,372.74
2053	\$ 85,411.89	\$ 7,260.01	\$ 381.03	\$ 5,358.45	\$ 98,411.38
<b>Total</b>	<b>\$ 949,668.35</b>	<b>\$ 1,496,792.10</b>	<b>\$ 87,364.54</b>	<b>\$ 113,794.86</b>	<b>\$ 2,647,619.86</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 3 PARCEL 4 ASSISTED LIVING BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>40</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 3 PARCEL 4 ASSISTED LIVING  
PRINCIPAL ASSESSMENT: \$846,787.62**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>40</sup> 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 Collin 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]<sup>41</sup>

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<sup>41</sup> 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

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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]<sup>42</sup>

<sup>42</sup> 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 Collin 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

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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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 3 PARCEL 4  
ASSISTED LIVING**

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment <sup>[b]</sup>
2027	\$ 8,883.48	\$ 71,196.79	\$ 4,192.90	\$ 3,406.99	\$ 87,680.15
2028	\$ 9,610.78	\$ 70,463.90	\$ 4,148.48	\$ 2,912.31	\$ 87,135.47
2029	\$ 10,441.98	\$ 69,671.01	\$ 4,100.43	\$ 2,970.56	\$ 87,183.97
2030	\$ 11,325.13	\$ 68,809.55	\$ 4,048.22	\$ 3,029.97	\$ 87,212.86
2031	\$ 12,260.24	\$ 67,875.22	\$ 3,991.59	\$ 3,090.57	\$ 87,217.62
2032	\$ 13,299.24	\$ 66,863.75	\$ 3,930.29	\$ 3,152.38	\$ 87,245.66
2033	\$ 14,390.19	\$ 65,766.57	\$ 3,863.79	\$ 3,215.42	\$ 87,235.98
2034	\$ 15,637.00	\$ 64,579.37	\$ 3,791.84	\$ 3,279.73	\$ 87,287.95
2035	\$ 16,935.75	\$ 63,289.32	\$ 3,713.66	\$ 3,345.33	\$ 87,284.06
2036	\$ 18,390.36	\$ 61,892.12	\$ 3,628.98	\$ 3,412.23	\$ 87,323.69
2037	\$ 19,948.86	\$ 60,374.92	\$ 3,537.03	\$ 3,480.48	\$ 87,341.29
2038	\$ 21,611.27	\$ 58,729.14	\$ 3,437.28	\$ 3,550.09	\$ 87,327.77
2039	\$ 23,481.47	\$ 56,946.21	\$ 3,329.23	\$ 3,621.09	\$ 87,378.00
2040	\$ 25,507.53	\$ 55,008.99	\$ 3,211.82	\$ 3,693.51	\$ 87,421.85
2041	\$ 27,689.44	\$ 52,904.61	\$ 3,084.28	\$ 3,767.38	\$ 87,445.71
2042	\$ 30,027.19	\$ 50,620.24	\$ 2,945.83	\$ 3,842.73	\$ 87,435.99
2043	\$ 32,624.70	\$ 48,142.99	\$ 2,795.70	\$ 3,919.58	\$ 87,482.98
2044	\$ 35,430.01	\$ 45,451.46	\$ 2,632.57	\$ 3,997.98	\$ 87,512.02
2045	\$ 38,547.02	\$ 42,439.90	\$ 2,455.42	\$ 4,077.94	\$ 87,520.28
2046	\$ 41,975.73	\$ 39,163.41	\$ 2,262.69	\$ 4,159.49	\$ 87,561.32
2047	\$ 45,664.19	\$ 35,595.47	\$ 2,052.81	\$ 4,242.68	\$ 87,555.16
2048	\$ 49,716.30	\$ 31,714.01	\$ 1,824.49	\$ 4,327.54	\$ 87,582.35
2049	\$ 54,132.07	\$ 27,488.13	\$ 1,575.91	\$ 4,414.09	\$ 87,610.19
2050	\$ 58,963.43	\$ 22,886.90	\$ 1,305.25	\$ 4,502.37	\$ 87,657.95
2051	\$ 64,210.40	\$ 17,875.01	\$ 1,010.43	\$ 4,592.42	\$ 87,688.26
2052	\$ 69,924.92	\$ 12,417.13	\$ 689.38	\$ 4,684.27	\$ 87,715.69
2053	\$ 76,158.94	\$ 6,473.51	\$ 339.75	\$ 4,777.95	\$ 87,750.15
<b>Total</b>	<b>\$ 846,787.62</b>	<b>\$ 1,334,639.62</b>	<b>\$ 77,900.04</b>	<b>\$ 101,467.09</b>	<b>\$ 2,360,794.37</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 3 PARCEL 5 ASSISTED LIVING BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>43</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 3 PARCEL 5 ASSISTED LIVING  
PRINCIPAL ASSESSMENT: \$1,582,780.59**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>43</sup> 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 Collin 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]<sup>44</sup>

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<sup>44</sup> 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

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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]<sup>45</sup>

<sup>45</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 3 PARCEL 5  
ASSISTED LIVING**

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment <sup>[b]</sup>
2027	\$ 16,604.63	\$ 133,078.10	\$ 7,837.19	\$ 6,368.21	\$ 163,888.14
2028	\$ 17,964.07	\$ 131,708.22	\$ 7,754.17	\$ 5,443.57	\$ 162,870.03
2029	\$ 19,517.72	\$ 130,226.19	\$ 7,664.35	\$ 5,552.44	\$ 162,960.70
2030	\$ 21,168.48	\$ 128,615.97	\$ 7,566.76	\$ 5,663.49	\$ 163,014.70
2031	\$ 22,916.33	\$ 126,869.57	\$ 7,460.92	\$ 5,776.76	\$ 163,023.58
2032	\$ 24,858.39	\$ 124,978.98	\$ 7,346.34	\$ 5,892.29	\$ 163,076.00
2033	\$ 26,897.56	\$ 122,928.16	\$ 7,222.04	\$ 6,010.14	\$ 163,057.90
2034	\$ 29,228.03	\$ 120,709.11	\$ 7,087.56	\$ 6,130.34	\$ 163,155.04
2035	\$ 31,655.61	\$ 118,297.80	\$ 6,941.42	\$ 6,252.95	\$ 163,147.77
2036	\$ 34,374.50	\$ 115,686.21	\$ 6,783.14	\$ 6,378.01	\$ 163,221.85
2037	\$ 37,287.59	\$ 112,850.31	\$ 6,611.26	\$ 6,505.57	\$ 163,254.74
2038	\$ 40,394.89	\$ 109,774.09	\$ 6,424.83	\$ 6,635.68	\$ 163,229.49
2039	\$ 43,890.60	\$ 106,441.51	\$ 6,222.85	\$ 6,768.39	\$ 163,323.36
2040	\$ 47,677.62	\$ 102,820.53	\$ 6,003.40	\$ 6,903.76	\$ 163,405.32
2041	\$ 51,755.95	\$ 98,887.13	\$ 5,765.01	\$ 7,041.84	\$ 163,449.93
2042	\$ 56,125.59	\$ 94,617.26	\$ 5,506.23	\$ 7,182.67	\$ 163,431.76
2043	\$ 60,980.75	\$ 89,986.90	\$ 5,225.60	\$ 7,326.33	\$ 163,519.58
2044	\$ 66,224.32	\$ 84,955.99	\$ 4,920.70	\$ 7,472.85	\$ 163,573.86
2045	\$ 72,050.50	\$ 79,326.92	\$ 4,589.58	\$ 7,622.31	\$ 163,589.32
2046	\$ 78,459.31	\$ 73,202.63	\$ 4,229.33	\$ 7,774.76	\$ 163,666.02
2047	\$ 85,353.63	\$ 66,533.59	\$ 3,837.03	\$ 7,930.25	\$ 163,654.50
2048	\$ 92,927.67	\$ 59,278.53	\$ 3,410.26	\$ 8,088.86	\$ 163,705.32
2049	\$ 101,181.43	\$ 51,379.68	\$ 2,945.62	\$ 8,250.63	\$ 163,757.37
2050	\$ 110,212.02	\$ 42,779.26	\$ 2,439.72	\$ 8,415.65	\$ 163,846.64
2051	\$ 120,019.44	\$ 33,411.24	\$ 1,888.66	\$ 8,583.96	\$ 163,903.29
2052	\$ 130,700.78	\$ 23,209.58	\$ 1,288.56	\$ 8,755.64	\$ 163,954.56
2053	\$ 142,353.15	\$ 12,100.02	\$ 635.05	\$ 8,930.75	\$ 164,018.97
<b>Total</b>	<b>\$ 1,582,780.59</b>	<b>\$ 2,494,653.50</b>	<b>\$ 145,607.56</b>	<b>\$ 189,658.10</b>	<b>\$ 4,412,699.76</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.

**HAGGARD FARMS PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT  
AREA TRACT 4 PARCEL 1 TOWNHOMES BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING<sup>46</sup> RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
STREET ADDRESS

**MAJOR IMPROVEMENT AREA TRACT 4 PARCEL 1 TOWNHOMES PRINCIPAL  
ASSESSMENT: \$2,736,627.64**

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

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

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the Plano 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.

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.

\_\_\_\_\_  
<sup>46</sup> 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 Collin 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]<sup>47</sup>

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<sup>47</sup> 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]<sup>48</sup>

<sup>48</sup> 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 Collin 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]<sup>4</sup>

<sup>4</sup> 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 Collin County.

**ANNUAL INSTALLMENTS - MAJOR IMPROVEMENT AREA TRACT 4 PARCEL 1  
TOWNHOMES**

Installment Due 1/31	Principal	Interest <sup>[a]</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment <sup>[b]</sup>
2027	\$ 28,709.41	\$ 230,092.04	\$ 13,550.50	\$ 11,010.64	\$ 283,362.59
2028	\$ 31,059.88	\$ 227,723.52	\$ 13,406.96	\$ 9,411.93	\$ 281,602.29
2029	\$ 33,746.14	\$ 225,161.08	\$ 13,251.66	\$ 9,600.17	\$ 281,759.05
2030	\$ 36,600.30	\$ 222,377.02	\$ 13,082.93	\$ 9,792.17	\$ 281,852.41
2031	\$ 39,622.34	\$ 219,357.49	\$ 12,899.93	\$ 9,988.02	\$ 281,867.77
2032	\$ 42,980.16	\$ 216,088.65	\$ 12,701.81	\$ 10,187.78	\$ 281,958.41
2033	\$ 46,505.88	\$ 212,542.79	\$ 12,486.91	\$ 10,391.53	\$ 281,927.11
2034	\$ 50,535.27	\$ 208,706.05	\$ 12,254.38	\$ 10,599.36	\$ 282,095.07
2035	\$ 54,732.55	\$ 204,536.89	\$ 12,001.71	\$ 10,811.35	\$ 282,082.50
2036	\$ 59,433.51	\$ 200,021.46	\$ 11,728.04	\$ 11,027.58	\$ 282,210.59
2037	\$ 64,470.25	\$ 195,118.19	\$ 11,430.88	\$ 11,248.13	\$ 282,267.44
2038	\$ 69,842.77	\$ 189,799.40	\$ 11,108.53	\$ 11,473.09	\$ 282,223.78
2039	\$ 75,886.85	\$ 184,037.37	\$ 10,759.31	\$ 11,702.55	\$ 282,386.09
2040	\$ 82,434.61	\$ 177,776.70	\$ 10,379.88	\$ 11,936.60	\$ 282,527.80
2041	\$ 89,486.04	\$ 170,975.85	\$ 9,967.70	\$ 12,175.34	\$ 282,604.93
2042	\$ 97,041.15	\$ 163,593.25	\$ 9,520.27	\$ 12,418.84	\$ 282,573.52
2043	\$ 105,435.72	\$ 155,587.35	\$ 9,035.07	\$ 12,667.22	\$ 282,725.36
2044	\$ 114,501.84	\$ 146,888.91	\$ 8,507.89	\$ 12,920.56	\$ 282,819.21
2045	\$ 124,575.32	\$ 137,156.25	\$ 7,935.38	\$ 13,178.98	\$ 282,845.93
2046	\$ 135,656.14	\$ 126,567.35	\$ 7,312.50	\$ 13,442.55	\$ 282,978.55
2047	\$ 147,576.42	\$ 115,036.58	\$ 6,634.22	\$ 13,711.41	\$ 282,958.63
2048	\$ 160,671.94	\$ 102,492.58	\$ 5,896.34	\$ 13,985.63	\$ 283,046.50
2049	\$ 174,942.70	\$ 88,835.47	\$ 5,092.98	\$ 14,265.35	\$ 283,136.49
2050	\$ 190,556.59	\$ 73,965.34	\$ 4,218.27	\$ 14,550.65	\$ 283,290.85
2051	\$ 207,513.61	\$ 57,768.03	\$ 3,265.49	\$ 14,841.67	\$ 283,388.78
2052	\$ 225,981.64	\$ 40,129.37	\$ 2,227.92	\$ 15,138.50	\$ 283,477.43
2053	\$ 246,128.60	\$ 20,920.93	\$ 1,098.01	\$ 15,441.27	\$ 283,588.81
<b>Total</b>	<b>\$ 2,736,627.64</b>	<b>\$ 4,313,255.91</b>	<b>\$ 251,755.47</b>	<b>\$ 327,918.86</b>	<b>\$ 7,629,557.88</b>

**Footnotes:**

[a] Interest is calculated at a 8.250% rate and 8.500% rate for term bonds maturing 9/30/2043 and 9/30/2053 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.