



Elizabeth Woodall, Mayor

CITY OF JUSTIN
CITY COUNCIL AGENDA
TUESDAY, JUNE 28, 2022
415 N. COLLEGE AVE.
6:00 P.M.

CALL TO ORDER

Convene into Session: Invocation and Pledge of Allegiance American Flag

Texas Flag: "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible"

RECOGNITION

• Kyle Suits, Planning and Zoning Commission

BUSINESS INTRODUCTION

❖ Adventure Car Wash

STAFF BOARD UPDATE

- Public Works
- Event/ Communication update

WORKSHOP SESSION

- 1. Discussion regarding permitting use of golf carts on city streets.
- 2. Discuss regular session agenda items.

CONVENE INTO REGULAR SESSION- Immediately Following Workshop Session

PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

POSSIBLE ACTION ITEMS

- 3. Consider and take appropriate action amending Chapter 52 of the Code of Ordinances relating to accessory structures and definitions.
- 4. Consider and take appropriate action regarding appointment to and membership of the Parks and Recreation Advisory Board.
- 5. Consider and take appropriate action to approve Resolution 583-22, for the appointment of one member to the Board of Managers of the Denco Area 911 District.
- 6. Consider and take appropriate action awarding a contract to Anderson Asphalt and Concreate Paving, LLC, in the amount of \$656,656 and authorizing a ten percent contingency for the Justin Street Improvement Program.
- 7. Consider and take appropriate action regarding Ordinance No. 727-22, an ordinance of the City Council of the City of Justin, Texas approving the 2022 Annual Service Plan Update to the Service and Assessment Plan, including the Assessment Roll, for the Timberbrook Public Improvement District No. 1 in accordance with Chapter 372, Local Government Code, as amended: and providing an effective date.

CONSENT

<u>Any Council Member may request an item on the Consent Agenda to be taken up for individual consideration</u>

8. Consider and take appropriate action approving City Council meeting minutes dated June 14, 2022.

EXECUTIVE SESSION

Any item on this posted agenda could be discussed in Executive Session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and Section 551.087 of the Texas Government Code.

- Under Section 551.071, to conduct private consultation with the City Attorney regarding:
 - o Range Road Development Agreement
 - o Range Property Development Agreement
- Under Section 551.087, Deliberation regarding economic development negotiations:
 - o Mule Barn Property Redevelopment Incentives

Convene into executive session.

Adjourn into open meeting.

9. Discuss, consider, and act on items discussed in Executive Session.

FUTURE AGENDA ITEMS

ADJOURN

I, the undersigned authority, do hereby certify that the above notice of the meeting of the City Council of the City of Justin, Texas, is a true and correct copy of the said notice that I posted on the official bulletin board at Justin Municipal Complex, 415 North College Street, Justin, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 24th day of June, 2022 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

Brittany Andrews
Brittany Andrews, City Secretary

City Council Meeting

June 28, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #1

Title: Discussion regarding golf carts.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: N/A

Background:

This item is on the agenda at the request of Councilman Tate.

City Attorney Review: N/A

City Council Meeting

June 28, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #3

Title: Consider and take appropriate action amending Chapter 52 of the Code of Ordinances relating to accessory structures and definitions.

Department: Administration

Contact: Director of Planning and Development, Matt Cyr

Staff Recommendation: Staff recommends consideration based on the request.

Background:

On March 8, 2022, in a discussion regarding setbacks from the main residence, City Council directed Staff to bring forward an amendment to clearly define accessory structures. The goal from Staff is to ensure our regulations and practices are consistent.

Staff has also taken the time to provide definitions for several uses that did not have one.

P&Z Recommendation: The Commission unanimously recommended approval with the condition to change the outdoor amusement definition to be consistent with the indoor amusement definition (these changes have since been made).

City Attorney Review: N/A

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building or use means a subordinate building having a use customarily incident to and located on the lot occupied by the main building; or a use customarily incident to the main use of the property. A building housing an accessory use is considered and integral part of the main building when it has any part of a wall in common with the main building, or is under an extension of the main roof and designed as an integral part of the main building. a subordinate detached building, located on the same lot as the main building. Accessory buildings may include garages, home workshops, tool houses, pool houses, storage sheds, etc.

Accessory use means a use customarily incidental and subordinate to the principal use of land or building(s) and located upon the same lot.

Alley means a minor way which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

Amusement Indoor means an amusement enterprise that is wholly enclosed within a building and provides activities, services and/or instruction for the entertainment of customers or members. Uses may include, but are not limited to, the following: bowling alley, ice skating rink, martial arts club, racquetball/handball club, indoor tennis courts/club, indoor swimming pool, and other similar types of uses.

Amusement Outdoor means an amusement enterprise offering entertainment and/or games of skill wherein any portion of the activity takes place outdoors and including, but not limited to, a golf driving range, archery range, miniature golf course, batting cages, go-cart tracks, amusement parks, and other similar types of uses.

Apartment means a room or suite or rooms in an apartment house arranged, designed, or occupied as the residence by a single family, individual, or group of individuals.

Apartment hotel means any building larger than an apartment house designed or built to be occupied as a series of separate apartments by persons living independently of each other.

Apartment house means any building, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied as three or more apartments or which is occupied as the home or residence of three or more families living independently of each other maintaining separate cooking facilities.

Area of the lot means the net area of the lot and shall not include portions of streets or alleys.

Assisted Living Facility means a housing facility for people with disabilities. These facilities provide supervision or assistance with activities of daily living (ADLs); coordination of services by outside health care providers; and monitoring of resident activities to help to ensure their health, safety, and well-being. Facilities may be large apartment-like settings or private residences. (Refer to Texas Health & Safety Code and Texas Department of Aging and Disability Services for Assisted Living Facilities for most current regulations).

Automobile sales area means an open area or lot used for the display or sale of automobiles, where no repair work's done except minor reconditioning of the cars to be displayed and sold on the premises, and no dismantling of cars or sale or keeping of used car parts or junk on the premises.

Basement means a story below the first story is defined under story counted as a story for height regulations if subdivided and used for dwelling purposes other than by a janitor or watchman employed on the premises.

Bed and breakfast means a residence where one or more rooms are leased on an overnight basis for accommodations for profit. A bed and breakfast is an accessory use to a residence and the owner of the property must also be the operator of the bed and breakfast establishment.

Block means a method for locating and identifying a parcel of land.

Boardinghouse means a house where you can pay to stay and receive meals.

Breezeway means a covered passage one story in height and six feet or more in width connecting a main structure and an accessory building. A breezeway shall be considered and accessory building.

Buffer yard means a buffer yard is a unit of land, together with a specified amount of planting thereon, and any structures, which may be required between, land uses to eliminate or minimize conflicts between them.

Building means any structure with a roof and walls.

Building line means a line that establishes, beyond which no building may extend.

Building site means a piece of land on which a house or other building is being built.

Business means and includes local retail, commercial, industrial, and manufacturing uses and districts as herein defined.

Caliper means the diameter of the trunk measured one foot above ground level.

Care Facility means a private establishment that provides living quarters and care for chronically ill, usually elderly patients.

Carport means a structure designed or used to shelter vehicles.

Canopy trees means a perennial woody plant, single or multiple trunk, contributing to the uppermost spreading branch layer of a forest and may be commonly referred to as shade trees.

Cellar means that portion of a building between floor and ceiling which is partly below and partly above grade but so located that the vertical distance from grade to the floor below is greater than the vertical distance from grade to ceiling.

Clinic means offices for one or more physicians, surgeons, or dentists engaged in treating the sick or injured, but not including rooms of the abiding of patients.

Clothing/wearing apparel sales, used means a retail establishment in which the majority of the sales, at least 51% of all items, are used goods. Outdoor storage shall follow Sec. 10-345 of the Code of Ordinances.

Community center means a building dedicated to social or recreational activities serving the city or a neighborhood and owned and operated by the city, or by a non-profit organization dedicated to promoting the health, safety, morals or general welfare of the city.

Community Home means a place where not more than six (6) physically or mentally impaired or handicapped persons are provided room and board, as well as supervised care and rehabilitation by not more than two (2) persons as licensed by the Texas Department of Mental Health and Mental Retardation.

Comprehensive plan means policies in graphic and text form adopted by the city council to govern the general location recommended for land uses, transportation routes, public and private buildings, streets, alleys, squares, parks, and other public and private development and improvements. One plan may cover the entire city and all of its functions and services, or the comprehensive plan may consist of a combination of plans governing specific geographic areas which together cover the entire city and all of its functions and services. The term "comprehensive plan" includes, but is not limited to, the city zoning regulations, the land use plan, thoroughfare plan, and floodplain map. The city's comprehensive plan is on file in the office of the city secretary.

Continuing Care Retirement Community means residents with a full continuum of care. Ranging from independent active adult living and can include 24-hour skilled nursing care. Usually this use is on one campus.

Convalescent home means any structure used for or occupied by persons recovering from illness or suffering from the infirmities of old age.

Court means an open unoccupied space other than a yard, on the same lot with a building and which is bounded on three or more sides by the building.

Day nursery means a place where children are left for care a part of the 24 hours of the day.

Depth of lot means the mean horizontal distance between the front and rear lot lines. (See App. Figure 2.)

Depth of rear yard means the mean horizontal distance between the front and rear line of a building other than an accessory building and the rear lot line except as modified in the text of any section in this chapter.

District means a section of the city for which the regulations governing the area, height, or use of buildings are uniform for each type and class of structure.

Dwelling, manufactured, or mobile home means a manufactured home or mobile home, as defined in this section used as a dwelling, with or without a permanent foundation.

Dwelling, multiple, means a building or portion thereof, arranged, intended, or designed for occupancy by three or more families, including apartment houses, row houses, tenements and apartment hotels.

Dwelling, one-family, means a detached building arranged, intended, or designed for occupancy by one family.

Dwelling, two-family, means a detached building arranged, intended, or designed for occupancy by two families.

Efficiency apartment means an apartment having a combination living and bedroom (no separate bedroom).

Enhanced pavement means any permeable or impermeable decorative pavement material intended for pedestrian or vehicular use. Enhanced pavement includes brick or stone pavers, grass pavers and stamped or stained concrete.

Family means one or more persons who are related by blood or marriage, living together and occupying a single housekeeping unit with single kitchen facilities, or a group of not more than five (excluding servants) living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities, on a non-profit cost-sharing basis.

Farm or ranch means a tract of land consisting of a minimum of ten acres used for agriculture.

Field offices (temporary) means and includes structures conforming to the uniform code used in conjunction with construction work accessory and incidental to the construction work accessory and incidental to the construction of a permanent structure which the permanent structure this Code and state and federal law. The temporary structure may be permitted by the building official at the time the permit is granted for the permanent structure and the temporary structure shall be completely removed at the time of occupancy of the permanent structure.

Floor area ratio means a numerical value obtained by dividing the sum of the gross horizontal area of all floors of a building, including interior balconies and mezzanines, measured to the exterior faces of walls, by the total area of the lot, excluding streets, alleys, and dedicated drainage ways.

Floor space per dwelling unit means the total number of square feet of habitable floor space contained within a dwelling unit exclusive of porches, breezeways, carports, garages, and storage areas not directly accessible from within the dwelling unit.

Front yard means an open, unoccupied space on a lot facing a street between a building and a street line. If no building exists, a front yard is an open unoccupied space facing a street and adjacent thereto.

Garage, auto repair, means an auto repair garage is a building or portion thereof whose principal use is for the repair, servicing, equipping, or maintenance of motor vehicles or motor vehicle components,

including engines, radiators, starters, transmissions, brakes, tires and wheels, seats and similar components.

Garage, private, when attached to a house, the garage typically has an entry door into the house.

Garage, public, means a building or portion thereof, designed or used for the storage, sale, hiring, care or repair of motor vehicles, which is operated for commercial purposes.

Garage, storage, means a building or portion thereof, other than a private garage, used exclusively for parking or storage of self-propelled vehicles, but with no other services provided except facilities for washing and normal maintenance.

Grade means:

- (1) For buildings having walls adjoining one street only, the elevation of the sidewalk at the center of the wall adjoining the street;
- (2) For buildings having walls adjoining more than one street, the average of the elevation of the sidewalk at the center of all walls adjoining the street;
- (3) For buildings having no wall adjoining the street, the average level of the finished surface of the ground adjacent to the exterior wall of the building.

Any wall approximately parallel to and not more than five feet from a street line is to be considered as adjoining the street. Where no sidewalk has been constructed, the city engineer shall establish the street level or its equivalent for the purpose of these regulations.

Gross floor area. The gross floor space of an apartment house shall be measured by taking the outside dimension of the apartment building at each floor level, excluding, however, the floor area of basements or attics not used for residential purposes.

Ground cover means low growing, dense spreading plants typically planted from containers.

Group housing project means a building project consisting of three or more buildings, to be constructed on a plot of ground which is not subdivided into customary streets or lots.

Height of buildings means the vertical distance measured from the highest of the following three levels:

- (1) From the street curb level;
- (2) From the established or mean street grade incase the curb has not been constructed;
- (3) From the average finished ground level adjoining the building if it sets back from the street line; to the level of the highest point of the roof beams of flat roofs or roof inclining not more than one inch to the foot, or to the mean height level of the top of the main plates and highest ridge for other roofs.

Height of yard or court means the vertical distance from the lowest level of such yard or court to the highest point of any boundary wall.

Hobby shop means an accessory use housed in a dwelling or in an accessory building in which the residents of the premises engage in recreational activities, none of which shall disturb the neighbors on either side or in the rear thereof, and from which no revenue may be derived, and in which no goods may be publicly displayed, offered for sale, or advertised for sale, nor may any sign be used in connection therewith.

Home occupations means, in connection with the operation of a dwelling, any use permitted as a home occupation may be operated subject to compliance with the following conditions:

- (1) The use is operated in its entirety within the dwelling unit or other accessory structures and only by the person or persons maintaining a dwelling therein.
- (2) The home occupation does not have a separate entrance from outside the building to an isolated area of the house that is exclusively used for the home occupation.

- (3) The use does not display or create outside the building any external evidence of the operation of the home occupation.
- (4) The home occupation does not have any employee or regular assistant not residing in the dwelling unit in which the home occupation is operated or maintained, unless the employee does not perform services on the property.
- (5) No traffic or parking shall be generated by such home occupation that would unreasonably impact a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard.
- (6) Commercial delivery service required by the home occupation shall not deliver goods or products to the home more than four times per month. Commercial delivery service shall be limited to vehicles with two axles.
- (7) No home occupation shall constitute a nuisance.
- (8) No outdoor storage of any type shall be permitted with any home occupation.

Hospital means an institution or place where sick or injured in-patients are given medical or surgical care either at public (charity) or private expenses.

Hotel means a building containing rooms intended or designed to be used or which are used, rented or hired out to be occupied by guests and where only a general kitchen and dining room are provided within the building or in an accessory building.

Housing project means an unplatted area of three or more acres arranged according to a site plan to be submitted to and to be approved by the city planning and zoning commission and the city council on which is indicated the amount of land to be devoted to housing facilities, their arrangement thereon, together with the arrangement of access streets and alleys, and the entire area is to be zoned as multifamily upon the recommendations of the city planning and zoning commission and the action of the city council, and in which it shall not be necessary to subdivide the area into lots and blocks. The site plan shall indicate that all access streets, alleys, sidewalks, storm sewers, storm sewer inlets, shall be provided as required by the city and built in accordance with city specifications.

Junk means and includes scrap iron, scrap brass, scrap copper, scrap lead or scrap zinc and all other scrap metals and their alloys, and bones, rags, used cloth, used rubber, used rope, used tinfoil, used bottles, old cotton or used machinery, used tools, used appliances, used fixtures, used utensils, used boxes or crates, used pipe or pipe fittings, used vehicular or airplane tires, and other manufactured goods that are so worn, deteriorated, or obsolete as to make them unusable in their existing condition; subject to being dismantled for junk.

Kennel means any lot or premises on which four or more dogs, cats, or other domestic animals at least four months of age, are housed or accepted for boarding, trimming, grooming or bathing for which remuneration is received.

Kindergarten means a school for little children of pre-public school age in which constructive endeavors, object lessons, and helpful games are prominent features of the curriculum.

Landscape architect means a person registered as a landscape architect in this state pursuant to state law.

Landscape area means an area that is covered by natural grass, ground cover, or other natural plant materials.

Lawn grasses means thin bladed surface growing plants typically planted from seed, sprigs or plugs.

Legal nonconforming use, building or yard means a use, building or yard existing legally at the time of the passage of the ordinance from which this chapter is derived which does not by reason of design, use, or dimensions conform to the regulations of the district in which it is situated. A use, building or yard established after the passage of the ordinance from which this chapter is derived that does not conform to regulations of the district in which it is situated shall be considered an illegal nonconforming use.

Licensed irrigator means a person duly licensed by the state to design and install irrigation systems.

Lot means a parcel of land occupied or to be occupied by one building, or unit group of buildings, and the accessory buildings or uses customarily incident thereto, including such open spaces as are required under this chapter, and having its principal frontage upon a public street or a place.

Lot, corner, means a lot abutting upon two or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the city engineer.

Lot, interior, means a lot whose side lines do not abut upon any street.

Lot, through, means an interior lot having frontage on two streets.

Lot, lines means the lines bounding a lot as defined herein.

Lot line, front, means the boundary between a lot and the street on which it fronts.

Lot line, rear, means the boundary line which is opposite and most distant from the front street line; except that in the case of uncertainty the building inspector shall determine the rear line.

Lot line, side, means any lot boundary line not a front or rear line thereof. A sideline may be a party lot line, a line bordering on an alley or place or side street line.

Lot depth. See Depth of lot.

Lot width means the horizontal distance between sidelines, measured at the front building line, as established by the minimum front yard requirement of this chapter.

Lot of record means a lot which is part of a subdivision, a map of which has been recorded in the office of the county clerk.

Manufactured and mobile home park means any premises complying with city manufactured and mobile home park regulations.

Manufactured home means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, built on a permanent chassis, designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities, transportable in one or more sections, and at least eight body feet in width or at least 40 body feet in length in traveling mode or at least 320 square feet when erected on site, and includes the plumbing, heating, air conditioning, and electrical systems of the home. The term "manufactured home" does not include a recreational vehicle as defined by 24 CFR 3282.8(g).

Mobile home means a structure constructed before June 15, 1976, and built on a permanent chassis, designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities, transportable in one or more sections, and at least eight body feet in width or at least 40 body feet in length in the traveling mode or at least 320 square feet when erected on site and includes the plumbing, heating, air conditioning, and electrical systems of the home.

Motel, motor hotel or tourist court means a motel, motor hotel or tourist court is any establishment offering to the transient public the use of guest rooms or sleeping accommodations for compensation. Such and establishment consists of a group of attached or detached guest rooms or sleeping accommodations the majority of which have private and direct access from parking areas not through common entrance and lobby. The establishment furnishes customarily hotel services and may contain a restaurant, club, lounge, banquet hall, or meeting rooms. A motel is a nonresidential use.

Modular home. See Dwelling, mobile home.

Off-street loading space means a space located outside of a public street or alley for the discharge of passengers or a space directly accessible to the building it serves for bulk pick-up and deliveries of delivery vehicles.

Off-street parking place means a concrete or asphalt surface located outside of the right-of-way of a public street or alley adequate for parking an automobile with room for opening doors both sides, together with properly related access to a public street or alley and maneuvering room without backing into a public street.

Office warehouse means the primary function of an office warehouse facility is the storage of goods and merchandise. Although a limited amount of retail or wholesale, and cash-and-carry sales will occur in an office warehouse facility, the majority of sales will be phone or mail orders to be delivered or shipped to the purchaser. The office portion of an office warehouse use would typically consist of management, accounting, order desk personnel.

Open space means area included in any side, rear, or front yard or any unoccupied space on the lot that is open and unobstructed to the sky except for the ordinary projection of cornices, eaves, or porches.

Open structure means a structure that is not enclosed with any building walls, but which may include a roof or canopy.

Paved means an all-weather, dust-free surface intended for vehicular traffic or parking, which is concrete, asphalt, or other surface.

Pet Lodging means an establishment that offers a variety of services such as, but not limited to: boarding, grooming, daycare, and training services.

Place means an open, unoccupied space other than a street or alley permanently established or dedicated as the principal means of access to property abutting thereon.

Recreational vehicle storage facility means a commercial facility in a controlled access and screened compound that leases spaces for the long term storage of private boats, trailers, campers and recreational vehicles.

Residence means a building occupied as the abiding place of one or more persons in which the use and management of sleeping quarters, all appliances for cooking, ventilating, heating or lighting are under one control and which shall include single-family dwellings, which shall be the principal building on any lot in residential districts.

Restaurant or cafe means a building or portion of a building, not operated as a dining room in connection with a hotel or boarding house, where food is served for pay and for consumption in the building, and where provisions may be made for serving food on the premises outside the building.

Screening device means a screening device shall consist of a barrier of stone, brick, pierced brick or block, uniformly colored wood, or other permanent material of equal character, density, and acceptable design, at least six feet in height, where the solid area equals at least 65 percent of the wall surface, including an entrance gate or gates; or foliage of an acceptable combination of these materials.

Seasonal color means landscape areas used for annual and perennial flowers intended to maintain year-round color accents.

Self-storage facilities (mini-warehouse) means a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled-access stalls or lockers for the dead storage of a customer's goods or wares. The rented space shall be for private use only.

Senior adult housing means a housing development that is restricted to people that are 55 years old and over.

Setback means the minimum horizontal distance between the front wall of any projection of the building, excluding steps and unenclosed porch and the street line.

Sexually-oriented business or adult business means a sex parlor, nude studio, modeling studio, love parlor, adult bookstore, adult movie theater, adult video arcade, adult movie arcade, adult video store, adult motel, or other commercial enterprise the primary business of which is the offering of a service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer as regulated by Chapter 4, Article II of this Code.

Shopping village means an area consisting of three acres or more arranged according to a site plan to be submitted to and to be approved by the city plan commission and the city council, on which is indicated the amount of the various buildings, parking area, streets, and type of zoning desired. The city plan commission shall require installation of all utilities, drainage structures, the paving of streets, parking

areas, alleys, and the installation of sidewalks in accordance with the city specifications for each type of improvement.

Shrubs means plants that grow vertically in a multi-branched growth pattern.

Story means that part of a building included between the surface of one floor and the surface of the floor next above, or if there be no floor above, that part of the building which is above the surface of the highest floor thereof. A top story attic is a half story when the main line of the eaves is not above the middle of the interior height of such story. The first story is the highest story having its interior floor surface, not more than four feet above the curb level, established or mean street grade, or average ground level, as mentioned in height of buildings in this section.

Street means a thoroughfare which affords principal means of access to property abutting thereon.

Street line means the dividing line between the street and the abutting property.

Structure means anything constructed or erected, which required location on the ground, or attached to something having a location on the ground, including, but not limited to, advertising signs, billboards, and poster panels, but exclusive of customary fences or boundary or retaining walls.

Subdivision developer sales office means and includes structures conforming to the uniform building code used for the purpose of selling residential structures within the immediate proximity of the sales office.

Terminal, motor freight, means the use of property of buildings for the temporary parking motor freight vehicles or trucks of common carriers during loading and unloading and between trips, including necessary warehouse space for storage of transitory freight.

Tourist cabin or trailer camps or recreational vehicle parks means a tract or parcel of land upon which two or more tourist cabins are located, or where temporary accommodations are provided for two or more automobile trailers, tents or house cars, open to the public either free or for a fee.

Understory/accent trees means small evergreen or deciduous perennial woody plants which would grow below the top layer of the forest and typically has unique branching, textural or seasonal color characteristics.

Used car lot means a lot or portion thereof to be used only for the display and sale of automobiles that are in condition to be driven on or off the lot. A used car lot shall not be used for the storage of wrecked automobiles, or the storage of automobile parts.

Variance means a modification or variation of the provisions of this chapter, as applied to a specific piece of property, as distinct from rezoning.

Yard means an open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard or the depth of a rear, the least horizontal distance between the lot line and the main building shall be used.

Yard, front, means a yard across the full width of the lot extending from line of the main building to the front line of the lot.

Yard, rear, means a yard between the rear lot line and the rear line of the main building and the side lot lines.

Yard, side, means a yard between the building and the sideline of the lot and extending from the front yard to the required minimum rear yard.

Yard, size, means a yard between the main building and the adjacent sideline of the lot, and extending entirely from the front yard to the rear yard thereof.

(Code 1994, § 12.300; Ord. No. 338, § 1, 10-14-2002; Ord. No. 379, § 1, 10-11-2004; Ord. No. 418, § 1, 2-12-2007; Ord. No. 555, § 1, 5-20-2005)

Sec. 52-85. - Accessory buildings.

- (a) An accessory building shall not exceeding 22 feet in height nor may occupy more than 25 percent of the area of a required rear yard. but
- (b) No accessory building shall be closer than five feet to the main building or closer than two feet to any interior rear or interior side lot line.
- (c) Accessory buildings may be located in the side yard if the accessory building is behind a screening fence.
- (d) Detached garages and Carports are exempt from the screening fence requirement.
- (e) Accessory buildings may be located on the rear lot line with a two-foot setback where the rear lot line is a dedicated alley right-of-way; except that detached garages taking motor vehicular access from the alley shall be set back at least 20 feet from the alley right-of-way.
- (f) Accessory buildings may not be located on or across a dedicated utility or drainage easements unless a letter is submitted by the property owner with the understanding that the structure could be torn down at any time for utility companies to access the easement.
- (g) Open structures and carports are permitted to encroach the five-foot setback to the main residence. Carports are permitted to encroach the front setback up to the property line. Open

(Code 19594; § 12.11604; Ord. No. 378, § 1, 10-11-2004; Ord. No. 640-18B, § 2, 4-9-2018)

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING AN AMENDMENT RELATING TO ACCESSORY STRUCTURES AND DEFINTIONS PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On March 8, 2022, City Council directed Staff to bring forward an amendment relating to accessory structures and definitions in Chapter 52 of the Code of Ordinances; and

WHEREAS, the Planning and Zoning Commission of the City of Justin (the "Commission"), in compliance with the laws of the State of Texas, gave the requisite notices by publication and otherwise, and held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard; and

WHEREAS, having reviewed the amendment the Commission determined that the change was appropriate and recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Justin, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, having held public hearings and afforded full and fair hearings to all property owners generally and to all persons interested in this regard, and having considered the recommendation of the Planning and Zoning Commission, has determined that the proposed amendment is approved and made a part of this ordinance.

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

- **Section 1.** <u>Incorporation of Premises</u>. That all of the above recitals are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.
- **Section 2.** That the Zoning Ordinance of Justin, Texas, is amended to as further described in the attached documents.
- Section 3. <u>Applicable Regulations/Zoning Ordinance and Zoning Map Amended.</u> Development shall follow this ordinance, including all Exhibits thereto as amended hereby, the Code of Ordinances of the City of Justin, Texas, and all applicable state and federal law.
- **Section 4.** <u>Cumulative/Repealer Clause</u>. This ordinance shall be cumulative of all provisions of state or federal law and all ordinances of the City of Justin, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.
- **Section 5.** <u>Severability Clause.</u> If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect for any reason, the validity of the remaining portions of this ordinance, or the Comprehensive Zoning Ordinance, Chapter 52 of the City of Justin Code of Ordinances, and the remaining portions shall remain in full force and effect.

	Elizabeth Woodall, Mayor
ATTEST:	
Brittany Andrews, City Secretary	
Bittany Amarews, City Secretary	
Approved as to form:	
City Attorney	

Section 6. <u>Effective Date.</u> This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

City Council Meeting

June 28, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #4

Title: Consider and take appropriate action regarding appointment to and membership of the Parks and Recreation Advisory Board.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation: Appoint Robin Amerine into Place 4 on the Parks and Recreation Advisory Committee.

Background:

The Parks Board has had a recent resignation, and currently has 6 members appointed. Mrs. Amerine has applied and if appointed would make the 7th member filling the only vacancy.

Current Members:

Place 1: Jacqueline Steinbacher - Vice Chairperson

Place 2: Juli Cuthbertson

Place 3: Katie Tyler

Place 4: Vacant

Place 5: Alyssa Linenkugel

Place 6: Andrea Pasnewski -Chairperson

Place 7:Robert Gonzales

City Attorney Review: N/A

From: noreply@civicplus.com To: Brittany Andrews; Abbey Reece

Subject: Online Form Submittal: Board, Commission & Committee Application Date:

Wednesday, June 8, 2022 3:02:25 PM

Board, Commission & Committee Application

First Name	Robin
Last Name	Amerine
Address	101 Bluebonnet Circle
City	Justin
State	TX
Zip Code	76247
Mailing Address (If different)	Field not completed.
City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Phone Number	Field not completed.
Email Address	robinamerine@gmail.com
Are you over the age of 18?	Yes
Are you a registered voter?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	Retired
Education, Licenses, or Certifications	B.S. Sociology and History, graduate studies in history.
	••

Are you a current or past member of a Council-appointed Board, Commission, or Corporation?

On which Board, Commission, or Committee are you interested in serving? (First Choice) Parks and Recreation Board

If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.

Planning and Zoning Commission

What work experience, educational experience, community involvement, and/or other skills do you have that would qualify you for a Council-appointed Board, Commission, or Committee?

As director of marketing/community relations for Peterson Regional Medical Center in Kerrville, I served on the Historic Main Street Advisory Board, with two terms as president., as president of the Kerrville Downtown Business Association, a member and past president of Kiwanis, on the board of the Dieters Community Center, and as a member and past president of the Kerrville Executive Women's Club.

List any additional information which you believe would be of value for the City Council to know about you.

I'm a superlative communicator, team member/leader and bridge builder.

Do you or any member of your immediate family residing in your household, hold a position (paid or unpaid) with any person or organization, or have a contract with or any obligation to any person or entity which might constitute a conflict of interest?

No

Have you ever been convicted of a felony, violation of law, or misdemeanor involving moral turpitude (any offense involving lying, stealing, or cheating?)	No
Are there any criminal charges or proceedings pending against you?	No
By typing your full name in the box, you acknowledge that the information provided is correct to the best of your ability.	Robin Lyn Amerine
Date of Submission	6/8/2022

Email not displaying correctly? View it in your browser.

City Council Meeting

June 28, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #5

Title: Consider and take appropriate action to approve Resolution 583-22, for the appointment of one member to the Board of Managers of the Denco Area 911 District.

Department: Administration

Contact: City Manager, Chuck Ewings

Recommendation: N/A

Information on the candidates is included in the packet.

City Attorney Review: N/A



Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067

Phone: 972-221-0911 • Fax: 972-420-0709 • DENCO.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Greg Ballentine, Executive Director

DATE: June 1, 2022

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On March 31, 2022, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2022. Denco received the following nominations by the May 31, 2022 deadline:

Nominee <u>City/Town Making Nomination</u>

Jim Carter City of Aubrey

City of Highland Village
City of Lake Dallas
City of Oak Point
City of Pilot Point
Town of Bartonville
Town of Copper Canyon
Town of Double Oak
Town of Hickory Creek
Town of Providence Village

David Terre City of The Colony

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection by **5 p.m. on July 29, 2022**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. I have attached a sample resolution you may wish to use and resumes for the candidates. Also attached is a list of current board members.

Please send a copy of your council's office action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

NOW THEREFORE BE IT RESOLV	ED BY THE COUNCIL OF THE CITY / TOWN OF
Justin	_, TEXAS:
	Section 1
The City / Town ofJustin	hereby
VOTES TO APPOINT	as a member of the
Board of Managers of the Denco Are	ea 9-1-1 District for the two-year term beginning
October 1, 2022.	
	Section 2
That this resolution shall become effort	ective immediately upon its passage and approval.
PASSED AND APPROVED this the	
Mayor	
City / Tow	n of <u>Justin</u>
City / Town Secretary	

Denco Area 9-1-1 District Board of Managers FY2022

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2023
- Former Mayor of Highland Village
- Businessman, Highland Village

Sue Tejml, Vice Chair

- · Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2023
- Attorney at Law

Chief Terry McGrath, Secretary

- Appointed by Denton County Fire Chief's Association
- Member since October 2011
- Term expires September 2023
- Assistant Fire Chief, City of Lewisville

Jim Carter

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2022
- President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2022
- Businessman, Denton

George Karatzis

- Non-voting member appointed by largest telephone company (Verizon)
- Member since 2021
- Serves until replaced by telephone company
- Director, Network Field Engineering, Verizon

All voting members serve two-year terms and are eligible for re-appointment.

JIM CARTER

6101 Long Prairie Road

Ste 744-110

Flower Mound, Texas 75028 jcarter@halff.com

EDUCATION

College Degree: University of Georgia, B.B.A. Finance

Postgraduate: Georgia Tech, University of Tennessee, University of

(817) 239-7791

Michigan, Texas Women's University, American

Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance General Motors Corporation

Zone Vice-President Frito-Lay, Inc., International and Domestic Development

President, C.E.O. Mercantile Corporation

Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W,

Current: Principal James P. Carter & Associates – Consultant & Mediator

To business and governmental entities

Professional Licenses Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor Trophy Club, Texas – 14 years

Municipal Court Judge Trophy Club, Texas – 12 years

Emergency Manager Trophy Club, Texas – 14 years

County Commissioner Denton County, Texas – 8 years

Vice President Texas Association of Counties

President-Current Denton County Emergency Services District #1

Fire and Emergency Medical over 65 square miles Serving 5 municipalities: (Argyle, Bartonville, Copper

Canyon, Coral City, and Northlake)

Lantana. Robson Ranch

Unincorporated areas of Denton County

Texas State Board Member- State Association Fire and Emergency Service Districts –

Trains Emergency Services District Commissioners

Board Member Denco 911- Emergency telecommunications system that assists its

Current member jurisdictions in managing police, fire, and

medical emergency calls.

Mission Leader – Guatemala Constructed water purification system in remote villages,

shared the "Good News" of Jesus's love.

Team Leader Provide housing and food to victims of Hurricane Katrina.

Team Leader Made four trips to Sabine Pass to aid victims of Hurricane

Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System Trustee – 10 Years

University of North Texas President's Council

Texas Student Housing Corp Chairman – 20 Years, providing Residential Scholarships

at UNT, A&M, UT Austin

Boy Scouts of America Longhorn Council, District Chairman

First Baptist Church, Trophy Club Chairman, Stewardship Committee and Senior Bible

Teacher

US MILITARY

US Navy 11 years – active and reserve service

Honors: Who's Who in the South and Southwest, Who's Who in U.S. Executives, Honorary Fire Chief Argyle Fire District

David Terre

3941 Teal Cove The Colony, Texas 75056 972-740-4526 terre.david@yahoo.com



EDUCATION

Drake University/Moberly Community CollegeBS-Business Administration and a Minor in economics

EMPLOYMENT HISTORY

Vice President of Sales/Wilson Sporting GoodsRetired

Successfully retired after a wonderful 46 year career where I rose through the ranks to become Vice President of Sales responsible for all domestic sales.

- Directed European Sales Operations while living in Germany
- Experience in Marketing
- > Achieved successful coordination of new product introductions
- Managed West Coast Distribution Operations

LEADERSHIP

The Colony City Council

2011-Present

- 2011 Received the honor of being elected Mayor Pro Tem during my first term on City Council and most recently was again re-elected Mayor Pro Tem in 2020
- > 2012 Appointed to the Local Development Corporation Board of Directors to oversee new Grandscape (Nebraska Furniture Mart) Development
- 2013 First Council Member from The Colony, Texas to be elected and serve on the Denton County Tax Appraisal District Board of Directors
- ≥ 2021 Re-elected to a fourth term on City Council receiving 86% of total votes

The Colony Planning & Zoning Commission

Served as Vice Chair 2008-2011

HONORS

- > 1982 Drake University Basketball Hall of Fame
- > 1994 Moberly Community College Basketball Hall of Fame
- > 1995-2003 Three-time Senior Olympics Gold Medal Winner for USA Basketball Team
- > 1999 Wilson Wall of Fame Honor
- ➤ 2007- Moberly Community College Outstanding Alumni of the year
- > 2013 -Washington High School Hall of Fame
- > 2018 -Roaring Lambs Hall of Fame

City Council Meeting

June 28, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #6

Title: Consider and take appropriate action awarding a contract to Anderson Asphalt and Concreate Paving, LLC, in the amount of \$656,656 and authorizing a ten percent contingency for the Justin Street Improvement Program.

Department: Public Works

Contact: Public Works Director, Josh Little

Recommendation: Award of bid to Anderson Asphalt and Concrete Paving, LLC

Bids were received for asphalt overlay of streets located in Old Town to include the streets in the attached exhibit. The lowest bidder is Anderson Asphalt and Concrete Paving, LLC, in the amount of \$656,656. The bid tabulations are included, also.

Staff is requesting a ten percent contingency also be authorized to fund any unexpected costs, specifically, if any additional base repair over the estimate is required.

City Attorney Review: N/A

Attachments:

- 1) PK recommendation letter and bid tabulations
- 2) Street Improvement outline for Old Town



June 22, 2022 PK No.: 3340-13.394

Mr. Josh Little
Director of Public Works
CITY OF JUSTIN
415 N. College Avenue
Justin, Texas 76247

Re:

JUSTIN STREET IMPROVEMENT PROGRAM YEAR 3 - MISC. ASPHALT IMPROVEMENTS RECOMMENDATION OF AWARD

Justin, Denton County, Texas

Dear Mr. Little:

BID RESULTS

Attached is the Bid Tabulation for the bids received June 9, 2022 for the referenced project for your use.

The lowest Bid received for the project was from Anderson Asphalt & Concrete Paving, LLC. Based on the estimated quantities in the Bid Proposal and the unit prices bid by Anderson Asphalt & Concrete Paving, LLC, the base bid was \$656,656.00 and the total amount of the bid for contract award is \$656,656.

CONTRACTOR QUALIFICATIONS

Anderson Asphalt & Concrete Paving, LLC, provided a list of experience and references for this project. Pacheco Koch called some of the various references and verified experience and the references' opinion of the work performed by the contractor which was generally described as positive and had good experience thus far with the contractor.

RECOMMENDATION

Based on the information we have received to date, we see no reason not to award a contract for the referenced project to Anderson Asphalt & Concrete Paving, LLC for the total amount bid of \$656,656.

Should you have any questions about the information contained herein, please do not hesitate to call.

Christopher J. Cha, P.E.

Attachments:

Bid Tabulation

Xc:

File

BID TABULATION

Justin Street Improvement Program Year 3 Misc Asphalt Pavement Improvements Bid Date: June 9, 2022 at 2:00 PM

No.	Description	Quantity	Unit	Anderson Asphalt & Concrete Paving LLC		Jagoe-Public	Company	Eurovia Atlantic Coasr LLC	
				Unit Price	Amount	Unit Price Amount		Unit Price	Amount
1	Mobilization	1	LS	\$ 19,700.00	\$ 19,700.00	\$ 34,000.00	\$ 34,000.00	\$ 35,000.00	\$ 35,000.00
2	Traffic Control	1	LS	10,600.00	10,600.00	24,000.00	24,000.00	21,000.00	21,000.00
3	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	1	LS	574.00	574.00	9,000.00	9,000.00	10,000.00	10,000.00
4	Project Signs	2	EA	1,000.00	2,000.00	500.00	1,000.00	550.00	1,100.00
5	Remove Asphalt Pavement	3,100	SY	12.15	37,665.00	16.00	49,600.00	20.00	62,000.00
6	2" Full Depth Mill	31,000	SY	2.00	62,000.00	2.10	65,100.00	3.50	108,500.00
7	2" TY D DGHMA include Prime Coat	31,000	SY	13.07	405,170.00	11.50	356,500.00	11.85	367,350.00
8	4" TY B DGHMA	3,100	SY	24.92	77,252.00	26.00	80,600.00	30.25	93,775.00
9	6" Pavement Repair	3,100	SY	13.45	41,695.00	16.00	49,600.00	20.00	62,000.00
				TOTAL BASE BID	656,656.00	TOTAL BASE BID	669,400.00	TOTAL BASE BID	760,725.00

BID TABULATION

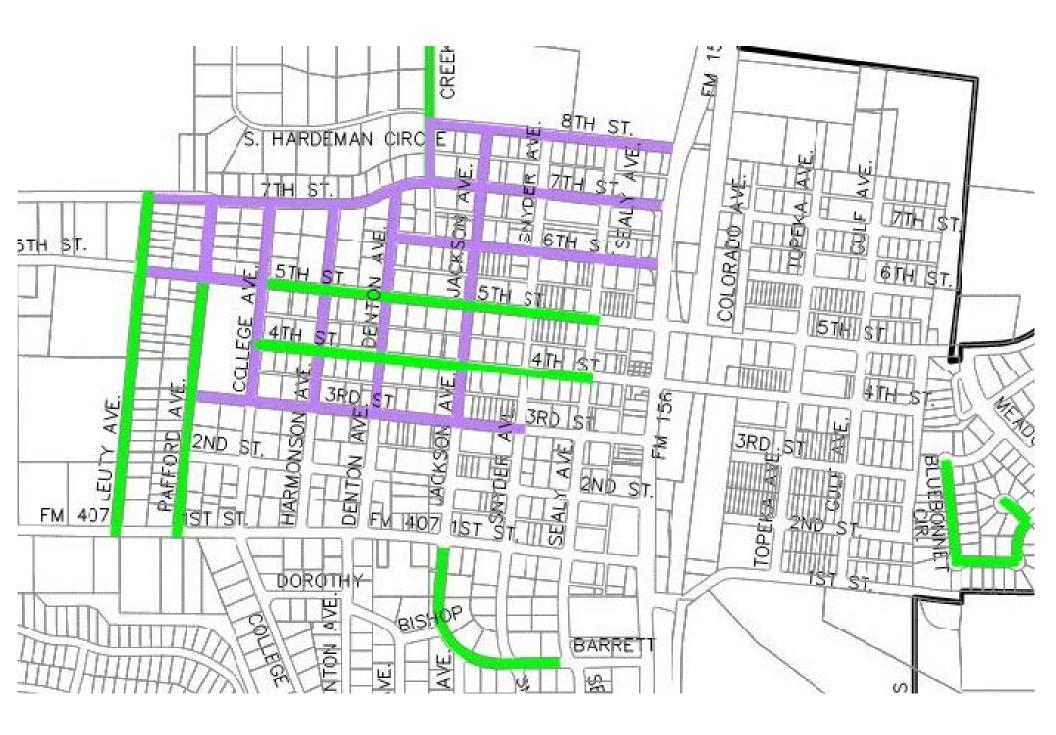
Justin Street Improvement Program Year 3 Misc Asphalt Pavement Improvements Bid Date: June 9, 2022 at 2:00 PM

No.	Description	Quantity	Unit	SPI Asphalt		Peachtree Co	onstruction	Texas Bit		
				Unit Price	Unit Price Amount		Amount	Unit Price	Amount	
1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 32,860.00	\$ 32,860.00	
2	Traffic Control	1	LS	5,000.00	5,000.00	10,000.00	10,000.00	9,786.55	9,786.55	
3	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	1	LS	25,000.00	25,000.00	3,000.00	3,000.00	3,806.00	3,806.00	
4	Project Signs	2	EA	500.00	1,000.00	600.00	1,200.00	407.80	815.60	
5	Remove Asphalt Pavement	3,100	SY	7.00	21,700.00	10.00	31,000.00	10.50	32,550.00	
6	2" Full Depth Mill	31,000	SY	2.50	77,500.00	2.25	69,750.00	2.15	66,650.00	
7	2" TY D DGHMA include Prime Coat	31,000	SY	16.00	496,000.00	13.25	410,750.00	13.84	429,040.00	
8	4" TY B DGHMA	3,100	SY	35.00	108,500.00	28.00	86,800.00	37.36	115,816.00	
9	6" Pavement Repair	3,100	SY	8.00	24,800.00	42.00	130,200.00	26.60	82,460.00	
				TOTAL BASE BID	784,500.00	TOTAL BASE BID	767,700.00	TOTAL BASE BID	773,784.15	

BID TABULATION

Justin Street Improvement Program Year 3 Misc Asphalt Pavement Improvements Bid Date: June 9, 2022 at 2:00 PM

No.	Description	Quantity	Unit	Blacksmith Ventures LLC			
				Unit Price	Amount		
1	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00		
2	Traffic Control	1	LS	3,625.00	3,625.00		
3	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	1	LS	7,500.00	7,500.00		
4	Project Signs	2	EA	500.00	1,000.00		
5	Remove Asphalt Pavement	3,100	SY	7.93	24,583.00		
6	2" Full Depth Mill	31,000	SY	2.70	83,700.00		
7	2" TY D DGHMA include Prime Coat	31,000	SY	15.27	473,370.00		
8	4" TY B DGHMA	3,100	SY	29.79	92,349.00		
9	6" Pavement Repair	3,100	SY	23.54	72,974.00		
	•	•	•	TOTAL BASE BID	799,101.00		



City Council Meeting

June 28, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #7

Title: Consider and take appropriate action regarding Ordinance No. 727-22, an ordinance of the City Council of the City of Justin, Texas approving the 2022 Annual Service Plan Update to the Service and Assessment Plan, including the Assessment Roll, for the Timberbrook Public Improvement District No. 1 in accordance with Chapter 372, Local Government Code, as amended; and providing an effective date.

Department: Administration

Contact: Financial Analyst, Miles Walker

Recommendation: Approve the ordinance accepting the Service and Assessment Plan (SAP) update for the Timberbrook PID.

Background: The Timberbrook PID requires annual updates to the SAP. This is the annual update to the SAP. The last update was approved in the June 28th, 2021, city council meeting. There are no major changes in this update. The main update to the SAP is the assessment roll, which has been updated to include principal and interest payments on PID bonds in the past year. Kyle Sikorski from P3Works will be attending the meeting to answer any questions.

City Attorney Review: N/A

Attachments:

- 1. Ordinance 727-22
- 2. Updated Service and Assessment Plan

CITY OF JUSTIN, TEXAS ORDINANCE NO. 727-22

AN ORDINANCE OF THE CITY OF JUSTIN APPROVING THE 2022 ANNUAL SERVICE PLAN UPDATE AND 2022 ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Justin, Texas (the "<u>City</u>") is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "<u>Act</u>"), to create a public improvement district within its corporate limits; and

WHEREAS, on September 25, 2017, the City Council passed and adopted Resolution No. 513-17 which authorized the Timberbrook Public Improvement District No. 1 (the "<u>District</u>") in accordance with the City Council's findings as to the advisability of the public improvement projects described in the Petition and as to the advisability of creating the District; and

WHEREAS, on August 10, 2021, the City Council approved Ordinance No. 704-21, and the Service and Assessment Plan for the District, adopting an Assessment Roll; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, the City Council has received the "City of Justin, Texas, Timberbrook Public Improvement District No. 1 2022 Annual Service Plan Update" (the "2022 Annual Service Plan Update") which includes the updated Assessment Roll, and acts as the Annual Service Plan Update to the Service and Assessment Plan for 2022, and now desires to proceed with the adoption of this Ordinance which approves and adopts the 2022 Annual Service Plan Update and updated Assessment Roll for the District as required by the Act.

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

<u>Section 1. Findings.</u> The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

<u>Section 2. Terms.</u> Terms not otherwise defined herein are defined in 2022 Annual Service Plan Update attached hereto as **Exhibit A.**

<u>Section 3. Approval of Update.</u> The 2022 Annual Service Plan Update is hereby approved and accepted by the City Council.

<u>Section 4. Severability.</u> If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affect 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 here, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 5. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the 2022 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before July 5, 2022. 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 6. Effective Date. This Ordinance shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS, THIS 28TH DAY OF JUNE, 2022.

APPROVED:			
Elizabeth Woodall, Mayor			
ATTEST:			
Brittany Andrews, City Secretary	-		

EXHIBIT A

2022 Annual Service Plan Update

[Remainder of page intentionally left blank.]



TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1

2022 ANNUAL SERVICE PLAN UPDATE

JUNE 28, 2022

INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Timberbrook Public Improvement District No. 1 2021 Amended and Restated Service and Assessment Plan (August Update) (the "SAP"), used for the issuance of PID Bonds.

The District was created pursuant to the Act by Resolution No. 513-17 on September 25, 2017 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On March 26, 2018, the City approved the 2018 Service and Assessment Plan for the District by adopting Resolution No. 642-18 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Rolls.

On July 8, 2019, the City Council approved the 2019 Annual Service Plan Update for the District by council action, which updated the Assessment Roll for 2019.

On June 29, 2020, the City Council approved the 2020 Annual Service Plan Update for the District by council action, which updated the Assessment Roll for 2020.

On June 28, 2021, the City Council approved the 2021 Amended and Restated Service and Assessment Plan (June Update) by adopting Ordinance No. 700-21, which served to amend and restate the 2018 Service and Assessment Plan in its entirety for the purposes of (1) identifying the Improvement Area #2 Improvements, Improvement Area #2-A Improvements, and Improvement Area #2-B Improvements, (2) levying Improvement Area #2-A Assessments, and (3) updating the Assessment Rolls.

On August 10, 2021, the City Council approved the SAP by adopting Ordinance No. 704-21, which served to amend and restate the 2021 Amended and Restated Service and Assessment Plan (June Update), in its entirety for the purposes of (1) levying Improvement Area #2-B Assessments, (2) issuing the Improvement Area #2 Bonds, and (3) updating the Assessment Rolls.

The SAP 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. Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the 2022 Annual Service Plan Update. This 2022 Annual Service Plan Update also updates the Assessment Roll for 2022.

PARCEL SUBDIVISION

<u>Improvement Area #1</u>

- The final plat of Timberbrook, Phase 1A was filed and recorded in the official records of the County on May 8, 2018, and consists of 121 residential Lots and 4 Lots of Non-Benefited Property.
- The final plat of Timberbrook, Phase 1B was filed and recorded in the official records of the County on May 8, 2018, and consists of 88 residential Lots and 1 Lot of Non-Benefited Property.
- The replat of Timberbrook, Phase 1A Lots 31XR 33R, Block 3 was filed and recorded in the official records of the County on April 3, 2019, and consists of 2 residential Lots and 1 Lot of Non-Benefited Property.
- The replat of Timberbrook, Phase 1B Lots 30R 36R, Block 6 was filed and recorded in the official records of the County on April 3, 2019, and consists of 7 residential Lots and 0 Lots of Non-Benefited Property.

Improvement Area #2-A

The final plat of Timberbrook, Phase 3A was filed and recorded in the official records of the County on June 21, 2021, and consists of 79 residential Lots and 2 Lots of Non-Benefited Property.

Improvement Area #2-B

There have been no plats recorded in Improvement Area #2-B.

LOT AND HOME SALES UPDATE

Improvement Area #1

Per the Developer, a total of 349 homes have been built, 27 homes are under construction, and 347 homes have been sold to end-users. All homes in Improvement Area #1 are expected to be completed by the second quarter of 2022.

Improvement Area #2

Per the Quarterly Report dated March 31, 2022, a total of 0 homes have been built, an additional 62 homes are under construction, and 0 homes have been sold to end-users. All homes in Improvement Area #2 are expected to be completed by the fourth quarter of 2028.

See Exhibit E for the buyer disclosures. See Exhibit D for the Lot Type classification map.

AUTHORIZED IMPROVEMENTS

Per the Quarterly Reports for Improvement Area #1, Improvement Area #2, and the Major Improvement Area dated March 31, 2022, the Authorized Improvements listed in the SAP for Improvement Area #1 were completed in the second quarter of 2020, the Authorized Improvements listed in the SAP for Improvement Area #2 are currently under construction and projected to be completed in the fourth quarter of 2025, the Authorized Improvements listed in the SAP for Major Improvement Area are currently under construction and projected to be completed in the first quarter of 2023. The budget for the Authorized Improvements is unchanged. See below for a table depicting the budgets of the Authorized Improvements, Actual Costs spent to date, and the percent complete.

Authorzied Improvements	Budget	Actual Costs Spent to Date	Percent Complete
Major Improvements			
Street	\$ 1,815,305	\$ 1,539,606	84.81%
Water	858,543	736,802	85.82%
Sanitary Sewer	1,895,933	1,616,924	85.28%
Storm Drainage	1,642,415	1,537,142	93.59%
Soft Costs	1,452,679	782,659	53.88%
	\$ 7,664,875	\$ 6,213,133	81.06%
Improvement Area #1 Improvements			
Street	\$ 3,379,004	\$ 2,993,265	88.58%
Water	1,013,716	697,605	68.82%
Sanitary Sewer	1,270,744	930,568	73.23%
Storm Drain	1,123,559	1,028,900	91.58%
Miscellaneous	243,937	-	0.00%
Soft Costs	1,376,075	1,294,865	94.10%
	\$ 8,407,035	\$ 6,945,203	82.61%
Improvement Area #2 Improvements			
Street	\$ 3,864,295	\$ -	0.00%
Water	11,137,327	3,315,229	29.77%
Sanitary Sewer	331,595	-	0.00%
Storm Drainage	1,364,605	-	0.00%
Soft Costs	1,758,005	202,700	11.53%
	\$18,455,828	\$ 3,517,929	19.06%
Total	\$34,527,738	\$16,676,265	

OUTSTANDING ASSESSMENT

<u>Improvement Area #1</u>

Improvement Area #1 has an outstanding Assessment of \$7,541,552.26. The outstanding Assessment is less than the \$7,560,000.00 in outstanding Improvement Area #1 Bonds due to a prepayment of Assessment for which Improvement Area #1 Bonds have not yet been redeemed.

Improvement Area #2-A

Improvement Area #2-A has an outstanding Assessment is \$2,503,000.

Improvement Area #2-B

Improvement Area #2-B has an outstanding Assessment is \$17,720,000.

Major Improvement Area

The Major Improvement Area has an outstanding Assessment of \$6,805,000.

ANNUAL INSTALLMENT DUE 1/31/2023

<u>Improvement Area #1</u>

- **Principal and Interest** The total principal and interest required for the Annual Installment for Improvement Area #1 is \$538,012.50.
- Administrative Expenses The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment for Improvement Area #1 is \$21,643.69. A breakdown of the Administrative Expenses is shown below.

Improvement Area #1						
Administrative Expenses Br	Administrative Expenses Breakdown					
Administration	\$	14,107.81				
City Auditor	\$	551.00				
Filing Fees	\$	220.40				
County Collection	\$	44.08				
Misc	\$	220.40				
PID Trustee Fees	\$	3,000.00				
Dissemination Agent	\$	3,500.00				
Draw Request Review	\$	-				
Total	\$	21,643.69				

• Additional Interest – Additional Interest is collected to fund the Additional Interest Reserve Account. The Additional Interest Reserve Requirement, as defined in the Indenture, has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for the Annual Installment for Improvement Area #1 of \$37,800.00.

Improvement Area #1					
Due January 31, 2023					
Principal	\$	160,000.00			
Interest	\$	378,012.50			
Administrative Expenses	\$	21,643.69			
Additional Interest	\$	37,800.00			
Total Annual Installment	\$	597,456.19			

See **Exhibit C-1** for the debt service schedule for the Improvement Area #1 Bonds as shown in the Official Statement.

<u>Improvement Area #2-A</u>

- **Principal and Interest** The total principal and interest required for the Annual Installment for Improvement Area #2-A is \$137,570.00
- Administrative Expenses The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment for Improvement Area #2-A is \$5,744.28. A breakdown of the Administrative Expenses is shown below.

Improvement Area #2-A Administrative Expenses Breakdown				
Administration	\$	4,601.88		
City Auditor	\$	179.73		
Filing Fees	\$	71.89		
County Collection	\$	14.38		
Misc	\$	71.89		
PID Trustee Fees	\$	371.31		
Dissemination Agent	\$	433.19		
Draw Request Review \$ -				
Total	\$	5,744.28		

• Additional Interest – Additional Interest is collected to fund the Additional Interest Reserve Account. The Additional Interest Reserve Requirement, as defined in the Indenture, has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for the Annual Installment for Improvement Area #2-A of \$12,515.00.

Improvement Area #2-A					
Due January 31, 2023					
Principal	\$	48,000.00			
Interest	\$	89,570.00			
Administrative Expenses	\$	5,744.28			
Additional Interest	\$	12,515.00			
Total Annual Installment	\$	155,829.28			

See **Exhibit C-2** for the debt service schedule for the Improvement Area #2 Bonds as shown in the Official Statement.

<u>Improvement Area #2-B</u>

- **Principal and Interest** The total principal and interest required for the Annual Installment for Improvement Area #2-B is \$976,100.00
- Administrative Expenses The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment for Improvement Area #2-B is \$40,666.68. A breakdown of the Administrative Expenses is shown below.

Improvement Area #2-B Administrative Expenses Breakdown					
Administration	\$	32,579.01			
City Auditor	\$	1,272.43			
Filing Fees	\$	508.98			
County Collection	\$	101.79			
Misc	\$	508.98			
PID Trustee Fees	\$	2,628.69			
Dissemination Agent	\$	3,066.81			
Draw Request Review	\$	-			
Total \$ 40,666.68					

• Additional Interest – Additional Interest is collected to fund the Additional Interest Reserve Account. The Additional Interest Reserve Requirement, as defined in the Indenture, has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for the Annual Installment for Improvement Area #2-B of \$88,600.00.

Improvement Area #2-B					
Due January 31, 2023					
Principal	\$	342,000.00			
Interest	\$	634,100.00			
Administrative Expenses	\$	40,666.68			
Additional Interest	\$	88,600.00			
Total Annual Installment	\$ 1	L,105,366.68			

See **Exhibit C-2** for the debt service schedule for the Improvement Area #2 Bonds as shown in the Official Statement.

Major Improvement Area

- **Principal and Interest** The total principal and interest required for the Annual Installment for the Major Improvement Area is \$501,068.76.
- Administrative Expenses The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$20,154.78. A breakdown of the Administrative Expenses is shown below.

Major Improvement Area Administrative Expenses Breakdown					
Administration	\$	12,720.74			
City Auditor	\$	496.83			
Filing Fees	\$	198.73			
County Collection	\$	39.75			
Misc	\$	198.73			
PID Trustee Fees	\$	3,000.00			
Dissemination Agent	\$	3,500.00			
Draw Request Review \$ -					
Total	\$	20,154.78			

• Additional Interest – Additional Interest is collected to fund the Additional Interest Reserve Account. The Additional Interest Reserve Requirement, as defined in the Indenture, has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest for the Annual Installment for the Major Improvement Area of \$34,025.00.

Major Improvement Area					
Due January 31, 2023					
Principal	\$	135,000.00			
Interest	\$	366,068.76			
Administrative Expenses	\$	20,154.78			
Additional Interest	\$	34,025.00			
Total Annual Installment	\$	555,248.54			

See **Exhibit D-3** for the debt service schedule for the Major Improvement Area Bonds as shown in the Official Statement.

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

The following is a list of all Improvement Area #1 Lots that have been paid in full.

Improvement Area #1				
Recorded Lien				
Property ID	Address	Lot Type	Prepayment Date	Release Number
732123	237 SPRUCE VALLEY DR	1	7/30/2020	126969

Improvement Area #2-A

No full prepayments have occurred within Improvement Area #2-A.

Improvement Area #2-B

No full prepayments have occurred within Improvement Area #2-B.

Major Improvement Area

No full prepayments have occurred within the Major Improvement Area.

PARTIAL PREPAYMENTS OF ASSESSMENTS

Improvement Area #1

No partial prepayments have occurred within Improvement Area #1.

Improvement Area #2-A

No partial prepayments have occurred within Improvement Area #2-A.

Improvement Area #2-B

No partial prepayments have occurred within Improvement Area #2-B.

Major Improvement Area

No partial prepayments have occurred within the Major Improvement Area.

EXTRAORDINARY OPTIONAL REDEMPTIONS

Improvement Area #1

No extraordinary optional redemptions have occurred in Improvement Area #1.

Improvement Area #2

No extraordinary optional redemptions have occurred in Improvement Area #2.

Major Improvement Area

No extraordinary optional redemptions have occurred in the Major Improvement Area.

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

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

ASSESSMENT ROLL

The list of current Parcels within Improvement Area #1, the corresponding total Improvement Area #1 Assessments, and current Improvement Area #1 Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A-1**.

The list of current Parcels within Improvement Area #2-A, the corresponding total Improvement Area #2-A Assessments, and current Improvement Area #2-A Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A-2**.

The list of current Parcels within Improvement Area #2-B, the corresponding total Improvement Area #2-B Assessments, and current Improvement Area #2-B Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A-3**.

The list of current Parcels within the Major Improvement Area, the corresponding total Major Improvement Area Assessments, and current Major Improvement Area Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A-4**.

The Parcels shown on the Assessment Rolls will receive the bills for the 2022 Annual Installments which will be delinquent if not paid by January 31, 2023.

EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

			Improvement Area #1 ^[c]			rea #1 ^[c]
				Outstanding		nual Installment Due
Property ID	Lot Type	Notes		Assessment ^[d]		1/31/2023 ^[e]
732105	1		\$	18,446.52	\$	1,457.93
732106	1		\$	18,446.52	\$	1,457.93
732107	1		\$	18,446.52	\$	1,457.93
732108	1		\$	18,446.52	\$	1,457.93
732109	1		\$	18,446.52	\$	1,457.93
732110	1		\$	18,446.52	\$	1,457.93
732111	1		\$	18,446.52	\$	1,457.93
732112	1		\$	18,446.52	\$	1,457.93
732113	1		\$	18,446.52	\$	1,457.93
732114	1		\$	18,446.52	\$	1,457.93
732115	1		\$	18,446.52	\$	1,457.93
732116	1		\$	18,446.52	\$	1,457.93
732117	1		\$	18,446.52	\$	1,457.93
732118	1		\$	18,446.52	\$	1,457.93
732119	1		\$	18,446.52	\$	1,457.93
732120	1		\$	18,446.52	\$	1,457.93
732121	1		\$	18,446.52	\$	1,457.93
732122	1		\$	18,446.52	\$	1,457.93
732123	1	[a]	\$	-	\$	-
732124	1		\$	18,446.52	\$	1,457.93
732126	1		\$	18,446.52	\$	1,457.93
732127	1		\$	18,446.52	\$	1,457.93
732128	1		\$	18,446.52	\$	1,457.93
732129	1		\$	18,446.52	\$	1,457.93
732130	1		\$	18,446.52	\$	1,457.93
732131	1		\$	18,446.52	\$	1,457.93
732132	1		\$	18,446.52	\$	1,457.93
732133	1		\$	18,446.52	\$	1,457.93
732134	1		\$	18,446.52	\$	1,457.93
732135	1		\$	18,446.52	\$	1,457.93
732136	1		\$	18,446.52	\$	1,457.93
732137	1		\$	18,446.52	\$	1,457.93
732138	1		\$	18,446.52	\$	1,457.93
732139	1		\$	18,446.52	\$	1,457.93
732140	1		\$	18,446.52	\$	1,457.93
732141	1		\$	18,446.52	\$	1,457.93
732142	1		\$	18,446.52	\$	1,457.93
732143	1		\$	18,446.52	\$	1,457.93
732144	1		\$	18,446.52	\$	1,457.93
732145	1		\$	18,446.52	\$	1,457.93

			Improvement Area #1 ^[c]				
				Outstanding	Anr	nual Installment Due	
Property ID	Lot Type	Notes		Assessment ^[d]		1/31/2023 ^[e]	
732146	1		\$	18,446.52	\$	1,457.93	
732147	1		\$	18,446.52	\$	1,457.93	
732148	1		\$	18,446.52	\$	1,457.93	
732149	1		\$	18,446.52	\$	1,457.93	
732150	1		\$	18,446.52	\$	1,457.93	
732151	1		\$	18,446.52	\$	1,457.93	
732152	1		\$	18,446.52	\$	1,457.93	
732153	1		\$	18,446.52	\$	1,457.93	
732154	1		\$	18,446.52	\$	1,457.93	
732155	1		\$	18,446.52	\$	1,457.93	
732156	1		\$	18,446.52	\$	1,457.93	
732157	1		\$	18,446.52	\$	1,457.93	
732158	1		\$	18,446.52	\$	1,457.93	
732159	1		\$	18,446.52	\$	1,457.93	
732160	1		\$	18,446.52	\$	1,457.93	
732161	1		\$	18,446.52	\$	1,457.93	
732162	1		\$	18,446.52	\$	1,457.93	
732163	1		\$	18,446.52	\$	1,457.93	
732164	1		\$	18,446.52	\$	1,457.93	
732165	1		\$	18,446.52	\$	1,457.93	
732166	1		\$	18,446.52	\$	1,457.93	
732167	1		\$	18,446.52	\$	1,457.93	
732168	1		\$	18,446.52	\$	1,457.93	
732169	1		\$	18,446.52	\$	1,457.93	
732170	1		\$	18,446.52	\$	1,457.93	
732171	1		\$	18,446.52	\$	1,457.93	
732172	1		\$	18,446.52	\$	1,457.93	
732173	1		\$	18,446.52	\$	1,457.93	
732174	1		\$	18,446.52	\$	1,457.93	
732175	1		\$	18,446.52	\$	1,457.93	
732176	1		\$	18,446.52	\$	1,457.93	
732177	1		\$	18,446.52	\$	1,457.93	
732178	1		\$	18,446.52	\$	1,457.93	
732179	1		\$	18,446.52	\$	1,457.93	
732180	1		\$	18,446.52	\$	1,457.93	
732181	1		\$	18,446.52	\$	1,457.93	
732182	1		\$	18,446.52	\$	1,457.93	
732183	1		\$	18,446.52	\$	1,457.93	
732184	1		\$	18,446.52	\$	1,457.93	
732185	1		\$	18,446.52	\$	1,457.93	

			Improveme	ent A	rea #1 ^[c]
			Outstanding	Anı	nual Installment Due
Property ID	Lot Type	Notes	Assessment [d]		1/31/2023 ^[e]
732186	1		\$ 18,446.52	\$	1,457.93
732187	1		\$ 18,446.52	\$	1,457.93
732188	1		\$ 18,446.52	\$	1,457.93
732189	1		\$ 18,446.52	\$	1,457.93
732190	1		\$ 18,446.52	\$	1,457.93
732191	1		\$ 18,446.52	\$	1,457.93
732192	1		\$ 18,446.52	\$	1,457.93
732193	1		\$ 18,446.52	\$	1,457.93
732194	1		\$ 18,446.52	\$	1,457.93
732195	1		\$ 18,446.52	\$	1,457.93
732196	1		\$ 18,446.52	\$	1,457.93
732197	1		\$ 18,446.52	\$	1,457.93
732198	1		\$ 18,446.52	\$	1,457.93
732199	1		\$ 18,446.52	\$	1,457.93
732200	Non-Benefited Property		\$ -	\$	-
732201	1		\$ 18,446.52	\$	1,457.93
732202	1		\$ 18,446.52	\$	1,457.93
732203	1		\$ 18,446.52	\$	1,457.93
732204	1		\$ 18,446.52	\$	1,457.93
732205	1		\$ 18,446.52	\$	1,457.93
732206	1		\$ 18,446.52	\$	1,457.93
732207	1		\$ 18,446.52	\$	1,457.93
732208	1		\$ 18,446.52	\$	1,457.93
732209	1		\$ 18,446.52	\$	1,457.93
732210	1		\$ 18,446.52	\$	1,457.93
732211	1		\$ 18,446.52	\$	1,457.93
732212	1		\$ 18,446.52	\$	1,457.93
732213	1		\$ 18,446.52	\$	1,457.93
732214	1		\$ 18,446.52	\$	1,457.93
732215	1		\$ 18,446.52	\$	1,457.93
732216	1		\$ 18,446.52	\$	1,457.93
732217	1		\$ 18,446.52	\$	1,457.93
732218	1		\$ 18,446.52	\$	1,457.93
732219	1		\$ 18,446.52	\$	1,457.93
732220	1		\$ 18,446.52	\$	1,457.93
732221	1		\$ 18,446.52	\$	1,457.93
732222	1		\$ 18,446.52	\$	1,457.93
732223	1		\$ 18,446.52	\$	1,457.93
732224	1		\$ 18,446.52	\$	1,457.93
732225	1		\$ 18,446.52	\$	1,457.93

			Improvement Area #1 ^[c]				
				Outstanding	Anr	nual Installment Due	
Property ID	Lot Type	Notes		Assessment ^[d]		1/31/2023 ^[e]	
732226	1		\$	18,446.52	\$	1,457.93	
732227	1		\$	18,446.52	\$	1,457.93	
732228	Non-Benefited Property		\$	-	\$	-	
732229	Non-Benefited Property		\$	-	\$	-	
732590	1		\$	18,446.52	\$	1,457.93	
732591	1		\$	18,446.52	\$	1,457.93	
732592	1		\$	18,446.52	\$	1,457.93	
732593	1		\$	18,446.52	\$	1,457.93	
732594	1		\$	18,446.52	\$	1,457.93	
732595	1		\$	18,446.52	\$	1,457.93	
732596	1		\$	18,446.52	\$	1,457.93	
732597	1		\$	18,446.52	\$	1,457.93	
732598	1		\$	18,446.52	\$	1,457.93	
732599	1		\$	18,446.52	\$	1,457.93	
732600	1		\$	18,446.52	\$	1,457.93	
732601	1		\$	18,446.52	\$	1,457.93	
732602	1		\$	18,446.52	\$	1,457.93	
732603	1		\$	18,446.52	\$	1,457.93	
732604	1		\$	18,446.52	\$	1,457.93	
732605	1		\$	18,446.52	\$	1,457.93	
732606	1		\$	18,446.52	\$	1,457.93	
732607	1		\$	18,446.52	\$	1,457.93	
732608	1		\$	18,446.52	\$	1,457.93	
732609	1		\$	18,446.52	\$	1,457.93	
732610	1		\$	18,446.52	\$	1,457.93	
732611	1		\$	18,446.52	\$	1,457.93	
732612	1		\$	18,446.52	\$	1,457.93	
732613	1		\$	18,446.52	\$	1,457.93	
732614	1		\$	18,446.52	\$	1,457.93	
732615	1		\$	18,446.52	\$	1,457.93	
732616	1		\$	18,446.52	\$	1,457.93	
732617	1		\$	18,446.52	\$	1,457.93	
732618	1		\$	18,446.52	\$	1,457.93	
732620	1		\$	18,446.52	\$	1,457.93	
732621	1		\$	18,446.52	\$	1,457.93	
732622	1		\$	18,446.52	\$	1,457.93	
732623	1		\$	18,446.52	\$	1,457.93	
732624	1		\$	18,446.52	\$	1,457.93	
732625	1		\$	18,446.52	\$	1,457.93	
732626	1		\$	18,446.52	\$	1,457.93	

			Improveme	ent A	rea #1 ^[c]
			Outstanding	Anr	nual Installment Due
Property ID	Lot Type	Notes	Assessment [d]		1/31/2023 ^[e]
732627	1		\$ 18,446.52	\$	1,457.93
732628	1		\$ 18,446.52	\$	1,457.93
732629	1		\$ 18,446.52	\$	1,457.93
732630	1		\$ 18,446.52	\$	1,457.93
732631	1		\$ 18,446.52	\$	1,457.93
732632	1		\$ 18,446.52	\$	1,457.93
732633	1		\$ 18,446.52	\$	1,457.93
732634	1		\$ 18,446.52	\$	1,457.93
732635	1		\$ 18,446.52	\$	1,457.93
732636	1		\$ 18,446.52	\$	1,457.93
732637	1		\$ 18,446.52	\$	1,457.93
732638	1		\$ 18,446.52	\$	1,457.93
732639	1		\$ 18,446.52	\$	1,457.93
732640	1		\$ 18,446.52	\$	1,457.93
732641	1		\$ 18,446.52	\$	1,457.93
732642	1		\$ 18,446.52	\$	1,457.93
732643	1		\$ 18,446.52	\$	1,457.93
732644	1		\$ 18,446.52	\$	1,457.93
732645	1		\$ 18,446.52	\$	1,457.93
732646	1		\$ 18,446.52	\$	1,457.93
732647	1		\$ 18,446.52	\$	1,457.93
732648	1		\$ 18,446.52	\$	1,457.93
732649	1		\$ 18,446.52	\$	1,457.93
732650	1		\$ 18,446.52	\$	1,457.93
732651	1		\$ 18,446.52	\$	1,457.93
732652	1		\$ 18,446.52	\$	1,457.93
732653	1		\$ 18,446.52	\$	1,457.93
732654	1		\$ 18,446.52	\$	1,457.93
732655	1		\$ 18,446.52	\$	1,457.93
732656	1		\$ 18,446.52	\$	1,457.93
732657	1		\$ 18,446.52	\$	1,457.93
732658	1		\$ 18,446.52	\$	1,457.93
732659	1		\$ 18,446.52	\$	1,457.93
732660	1		\$ 18,446.52	\$	1,457.93
732661	1		\$ 18,446.52	\$	1,457.93
732662	1		\$ 18,446.52	\$	1,457.93
732663	1		\$ 18,446.52	\$	1,457.93
732665	1		\$ 18,446.52	\$	1,457.93
732666	1		\$ 18,446.52	\$	1,457.93
732667	1		\$ 18,446.52	\$	1,457.93

			Improveme	ent A	rea #1 ^[c]
			Outstanding	Anı	nual Installment Due
Property ID	Lot Type	Notes	Assessment [d]		1/31/2023 ^[e]
732668	1		\$ 18,446.52	\$	1,457.93
732669	1		\$ 18,446.52	\$	1,457.93
732670	1		\$ 18,446.52	\$	1,457.93
732671	1		\$ 18,446.52	\$	1,457.93
732672	1		\$ 18,446.52	\$	1,457.93
732673	1		\$ 18,446.52	\$	1,457.93
732674	1		\$ 18,446.52	\$	1,457.93
732675	1		\$ 18,446.52	\$	1,457.93
732676	1		\$ 18,446.52	\$	1,457.93
732677	1		\$ 18,446.52	\$	1,457.93
732678	1		\$ 18,446.52	\$	1,457.93
732679	1		\$ 18,446.52	\$	1,457.93
754942	1		\$ 18,446.52	\$	1,457.93
754943	1		\$ 18,446.52	\$	1,457.93
754944	1		\$ 18,446.52	\$	1,457.93
754945	1		\$ 18,446.52	\$	1,457.93
754946	1		\$ 18,446.52	\$	1,457.93
754947	1		\$ 18,446.52	\$	1,457.93
754948	1		\$ 18,446.52	\$	1,457.93
754949	Non-Benefited Property		\$ -	\$	-
754950	1		\$ 18,446.52	\$	1,457.93
754951	1		\$ 18,446.52	\$	1,457.93
956281	Non-Benefited Property	[b]	\$ -	\$	-
956342	Non-Benefited Property	[b]	\$ -	\$	-
956356	Non-Benefited Property	[b]	\$ -	\$	-
956377	Non-Benefited Property	[b]	\$ -	\$	-
957023	1		\$ 18,446.52	\$	1,457.93
957024	1		\$ 18,446.52	\$	1,457.93
957025	1		\$ 18,446.52	\$	1,457.93
957026	1		\$ 18,446.52	\$	1,457.93
957027	1		\$ 18,446.52	\$	1,457.93
957028	1		\$ 18,446.52	\$	1,457.93
957029	1		\$ 18,446.52	\$	1,457.93
957030	1		\$ 18,446.52	\$	1,457.93
957031	1		\$ 18,446.52	\$	1,457.93
957032	1		\$ 18,446.52	\$	1,457.93
957033	1		\$ 18,446.52	\$	1,457.93
957034	1		\$ 18,446.52	\$	1,457.93
957035	1		\$ 18,446.52	\$	1,457.93
957036	1		\$ 18,446.52	\$	1,457.93

			Improveme	ent A	rea #1 ^[c]
			Outstanding	Anr	nual Installment Due
Property ID	Lot Type	Notes	Assessment [d]		1/31/2023 ^[e]
957037	1		\$ 18,446.52	\$	1,457.93
957038	1		\$ 18,446.52	\$	1,457.93
957039	1		\$ 18,446.52	\$	1,457.93
957040	1		\$ 18,446.52	\$	1,457.93
957041	1		\$ 18,446.52	\$	1,457.93
957042	1		\$ 18,446.52	\$	1,457.93
957043	2		\$ 21,520.94	\$	1,700.92
957044	2		\$ 21,520.94	\$	1,700.92
957045	2		\$ 21,520.94	\$	1,700.92
957046	2		\$ 21,520.94	\$	1,700.92
957047	2		\$ 21,520.94	\$	1,700.92
957048	2		\$ 21,520.94	\$	1,700.92
957049	2		\$ 21,520.94	\$	1,700.92
957050	2		\$ 21,520.94	\$	1,700.92
957051	2		\$ 21,520.94	\$	1,700.92
957052	2		\$ 21,520.94	\$	1,700.92
957053	2		\$ 21,520.94	\$	1,700.92
957054	2		\$ 21,520.94	\$	1,700.92
957055	2		\$ 21,520.94	\$	1,700.92
957056	2		\$ 21,520.94	\$	1,700.92
957057	2		\$ 21,520.94	\$	1,700.92
957058	2		\$ 21,520.94	\$	1,700.92
957059	2		\$ 21,520.94	\$	1,700.92
957060	2		\$ 21,520.94	\$	1,700.92
957061	2		\$ 21,520.94	\$	1,700.92
957062	2		\$ 21,520.94	\$	1,700.92
957063	2		\$ 21,520.94	\$	1,700.92
957064	2		\$ 21,520.94	\$	1,700.92
957065	2		\$ 21,520.94	\$	1,700.92
957066	2		\$ 21,520.94	\$	1,700.92
957067	2		\$ 21,520.94	\$	1,700.92
957068	2		\$ 21,520.94	\$	1,700.92
957069	2		\$ 21,520.94	\$	1,700.92
957070	2		\$ 21,520.94	\$	1,700.92
957071	2		\$ 21,520.94	\$	1,700.92
957072	2		\$ 21,520.94	\$	1,700.92
957073	2		\$ 21,520.94	\$	1,700.92
957074	2		\$ 21,520.94	\$	1,700.92
957075	2		\$ 21,520.94	\$	1,700.92
957076	2		\$ 21,520.94	\$	1,700.92

			Improveme	ent A	rea #1 ^[c]
			Outstanding	Anr	nual Installment Due
Property ID	Lot Type	Notes	Assessment [d]		1/31/2023 ^[e]
957077	2		\$ 21,520.94	\$	1,700.92
957078	2		\$ 21,520.94	\$	1,700.92
957079	2		\$ 21,520.94	\$	1,700.92
957080	2		\$ 21,520.94	\$	1,700.92
957081	2		\$ 21,520.94	\$	1,700.92
957082	2		\$ 21,520.94	\$	1,700.92
957083	2		\$ 21,520.94	\$	1,700.92
957084	2		\$ 21,520.94	\$	1,700.92
957086	3		\$ 24,595.36	\$	1,943.91
957087	3		\$ 24,595.36	\$	1,943.91
957088	3		\$ 24,595.36	\$	1,943.91
957089	3		\$ 24,595.36	\$	1,943.91
957090	3		\$ 24,595.36	\$	1,943.91
957091	3		\$ 24,595.36	\$	1,943.91
957092	3		\$ 24,595.36	\$	1,943.91
957093	3		\$ 24,595.36	\$	1,943.91
957094	3		\$ 24,595.36	\$	1,943.91
957095	3		\$ 24,595.36	\$	1,943.91
957096	3		\$ 24,595.36	\$	1,943.91
957097	3		\$ 24,595.36	\$	1,943.91
957098	3		\$ 24,595.36	\$	1,943.91
957099	3		\$ 24,595.36	\$	1,943.91
957100	3		\$ 24,595.36	\$	1,943.91
957101	3		\$ 24,595.36	\$	1,943.91
957102	3		\$ 24,595.36	\$	1,943.91
957103	3		\$ 24,595.36	\$	1,943.91
957104	3		\$ 24,595.36	\$	1,943.91
957105	3		\$ 24,595.36	\$	1,943.91
957106	3		\$ 24,595.36	\$	1,943.91
957107	3		\$ 24,595.36	\$	1,943.91
957108	3		\$ 24,595.36	\$	1,943.91
957109	3		\$ 24,595.36	\$	1,943.91
957110	3		\$ 24,595.36	\$	1,943.91
957111	1		\$ 18,446.52	\$	1,457.93
957112	1		\$ 18,446.52	\$	1,457.93
957113	1		\$ 18,446.52	\$	1,457.93
957114	1		\$ 18,446.52	\$	1,457.93
957115	1		\$ 18,446.52	\$	1,457.93
957116	1		\$ 18,446.52	\$	1,457.93
957117	1		\$ 18,446.52	\$	1,457.93

			Improveme	ent Ai	rea #1 ^[c]
			Outstanding	Ann	ual Installment Due
Property ID	Lot Type	Notes	Assessment [d]		1/31/2023 ^[e]
957118	1		\$ 18,446.52	\$	1,457.93
957119	1		\$ 18,446.52	\$	1,457.93
957120	1		\$ 18,446.52	\$	1,457.93
957121	1		\$ 18,446.52	\$	1,457.93
957122	1		\$ 18,446.52	\$	1,457.93
957123	1		\$ 18,446.52	\$	1,457.93
957124	1		\$ 18,446.52	\$	1,457.93
957125	1		\$ 18,446.52	\$	1,457.93
957126	1		\$ 18,446.52	\$	1,457.93
957127	1		\$ 18,446.52	\$	1,457.93
957128	1	[f]	\$ 9,223.26	\$	728.97
957129	1		\$ 18,446.52	\$	1,457.93
957130	1		\$ 18,446.52	\$	1,457.93
957132	1		\$ 18,446.52	\$	1,457.93
957133	1		\$ 18,446.52	\$	1,457.93
957134	1		\$ 18,446.52	\$	1,457.93
957135	1		\$ 18,446.52	\$	1,457.93
957136	1		\$ 18,446.52	\$	1,457.93
957137	1		\$ 18,446.52	\$	1,457.93
957138	1		\$ 18,446.52	\$	1,457.93
957139	1		\$ 18,446.52	\$	1,457.93
957140	1		\$ 18,446.52	\$	1,457.93
957141	2		\$ 21,520.94	\$	1,700.92
957142	2		\$ 21,520.94	\$	1,700.92
957143	2		\$ 21,520.94	\$	1,700.92
957144	2		\$ 21,520.94	\$	1,700.92
957145	2		\$ 21,520.94	\$	1,700.92
957146	2		\$ 21,520.94	\$	1,700.92
957147	2		\$ 21,520.94	\$	1,700.92
957148	2		\$ 21,520.94	\$	1,700.92
957149	2		\$ 21,520.94	\$	1,700.92
957150	2		\$ 21,520.94	\$	1,700.92
957151	2		\$ 21,520.94	\$	1,700.92
957152	2		\$ 21,520.94	\$	1,700.92
957153	2		\$ 21,520.94	\$	1,700.92
957154	2		\$ 21,520.94	\$	1,700.92
957155	2		\$ 21,520.94	\$	1,700.92
957156	2		\$ 21,520.94	\$	1,700.92
957157	2		\$ 21,520.94	\$	1,700.92
957158	2		\$ 21,520.94	\$	1,700.92

			Improvement Area #1 ^[c]					
				Outstanding		nual Installment Due		
Property ID	Lot Type	Notes		Assessment ^[d]		1/31/2023 ^[e]		
957159	Non-Benefited Property		\$	-	\$	-		
957160	2		\$	21,520.94	\$	1,700.92		
957161	2		\$	21,520.94	\$	1,700.92		
957162	2		\$	21,520.94	\$	1,700.92		
957163	2		\$ \$	21,520.94	\$	1,700.92		
957164	2		\$	21,520.94	\$	1,700.92		
957165	2		\$	21,520.94	\$	1,700.92		
957166	2		\$	21,520.94	\$	1,700.92		
957167	2		\$	21,520.94	\$	1,700.92		
957168	2		\$	21,520.94	\$	1,700.92		
957169	1		\$	18,446.52	\$	1,457.93		
957170	1		\$	18,446.52	\$	1,457.93		
957171	1		\$	18,446.52	\$	1,457.93		
957172	1		\$	18,446.52	\$	1,457.93		
957173	1		\$	18,446.52	\$	1,457.93		
957174	1		\$	18,446.52	\$	1,457.93		
957176	1		\$	18,446.52	\$	1,457.93		
957177	1		\$	18,446.52	\$	1,457.93		
957178	1		\$	18,446.52	\$	1,457.93		
957179	1		\$ \$	18,446.52	\$	1,457.93		
957180	1		\$	18,446.52	\$	1,457.93		
957181	1		\$	18,446.52	\$	1,457.93		
957182	1		\$ \$	18,446.52	\$	1,457.93		
957183	1		\$	18,446.52	\$	1,457.93		
957184	1		\$	18,446.52	\$	1,457.93		
957185	1		\$ \$	18,446.52	\$	1,457.93		
957186	1		\$	18,446.52	\$	1,457.93		
957187	1		\$	18,446.52	\$	1,457.93		
957188	1		\$	18,446.52	\$	1,457.93		
957189	1		\$	18,446.52	\$	1,457.93		
957190	1		\$	18,446.52	\$	1,457.93		
957191	1		\$	18,446.52	\$	1,457.93		
957192	1		\$	18,446.52	\$	1,457.93		
957193	1		\$	18,446.52	\$	1,457.93		
957194	1		\$	18,446.52	\$	1,457.93		
957195	1		\$	18,446.52	\$	1,457.93		
957196	1		\$	18,446.52	\$	1,457.93		
957197	1		\$	18,446.52	\$	1,457.93		
957198	1		\$	18,446.52	\$	1,457.93		
976404	1	[f]	\$	9,223.26	\$	728.97		
	Total		\$	7,541,552.26	\$	596,050.59		

Notes

[[]a] Property ID has prepaid their Assessment in full.

[[]b] Non-benefited Property. Personal Property, per County appraisal district.

[[]c] Totals may not match the total outstanding Assessment or Annual Installment due to (1) rounding, or (2) Prepayments received that have not redeemed Improvement Area #1 Bonds.

[[]d] Outstanding Assessment prior to 1/31/2023 Annual Installment.

[[]e] The Annual Installment covers the period September 1, 2022 to August 31, 2023 and is due by 1/31/2023.

[[]f] Undivided interest of Property ID 957128 located at 1113 MISTY RIDGE DR, billed 50% to Property ID 957128 and 50% to Property ID 976404.

EXHIBIT A-2 –IMPROVEMENT AREA #2-A ASSESSMENT ROLL

		Improvement Area #2-A ^[a]					
		0	utstanding		nual Installment		
Property ID	Lot Type	As	sessment ^[b]	D	ue 1/31/2023 ^[c]		
980813	Non-Benefitted Property	\$	-	\$	-		
980814	4	\$	30,048.02	\$	1,870.70		
980815	4	\$	30,048.02	\$	1,870.70		
980816	4	\$	30,048.02	\$	1,870.70		
980817	4	\$	30,048.02	\$	1,870.70		
980818	4	\$	30,048.02	\$	1,870.70		
980819	4	\$	30,048.02	\$	1,870.70		
980820	4	\$	30,048.02	\$	1,870.70		
980821	4	\$	30,048.02	\$	1,870.70		
980822	4	\$	30,048.02	\$	1,870.70		
980823	4	\$	30,048.02	\$	1,870.70		
980824	4	\$	30,048.02	\$	1,870.70		
980825	4	\$	30,048.02	\$	1,870.70		
980826	4	\$	30,048.02	\$	1,870.70		
980827	4	\$	30,048.02	\$	1,870.70		
980828	4	\$	30,048.02	\$	1,870.70		
980829	4	\$	30,048.02	\$	1,870.70		
980830	4	\$	30,048.02	\$	1,870.70		
980831	4	\$	30,048.02	\$	1,870.70		
980832	4	\$	30,048.02	\$	1,870.70		
980833	4	\$	30,048.02	\$	1,870.70		
980834	4	\$	30,048.02	\$	1,870.70		
980835	4	\$	30,048.02	\$	1,870.70		
980836	4	\$	30,048.02	\$	1,870.70		
980837	4	\$	30,048.02	\$	1,870.70		
980838	4	\$	30,048.02	\$	1,870.70		
980839	4	\$	30,048.02	\$	1,870.70		
980840	4	\$	30,048.02	\$	1,870.70		
980841	4	\$	30,048.02	\$	1,870.70		
980842	4	\$	30,048.02	\$	1,870.70		
980843	4	\$	30,048.02	\$	1,870.70		
980844	4	\$	30,048.02	\$	1,870.70		
980845	4	\$	30,048.02	\$	1,870.70		
980846	4	\$	30,048.02	\$	1,870.70		
980847	4	\$	30,048.02	\$	1,870.70		
980848	4	\$ \$ \$	30,048.02	\$	1,870.70		
980849	4	\$	30,048.02	\$	1,870.70		
980850	5	\$	33,052.82	\$	2,057.76		
980851	5	\$	33,052.82	\$	2,057.76		
980852	5	\$	33,052.82	\$	2,057.76		

		Improvement Area #2-A ^[a]					
		C	Outstanding		nnual Installment		
Property ID	Lot Type	A	ssessment ^[b]	D	ue 1/31/2023 ^[c]		
980853	5	\$	33,052.82	\$	2,057.76		
980854	5	\$	33,052.82	\$	2,057.76		
980855	5	\$	33,052.82	\$	2,057.76		
980856	5	\$	33,052.82	\$	2,057.76		
980857	5	\$	33,052.82	\$	2,057.76		
980858	5	\$	33,052.82	\$	2,057.76		
980859	5	\$	33,052.82	\$	2,057.76		
980860	5	\$	33,052.82	\$	2,057.76		
980861	5	\$	33,052.82	\$	2,057.76		
980862	5	\$	33,052.82	\$	2,057.76		
980863	5	\$	33,052.82	\$	2,057.76		
980864	5	\$	33,052.82	\$	2,057.76		
980865	5	\$	33,052.82	\$	2,057.76		
980866	5	\$	33,052.82	\$	2,057.76		
980867	5	\$	33,052.82	\$	2,057.76		
980868	5	\$	33,052.82	\$	2,057.76		
980869	5	\$	33,052.82	\$	2,057.76		
980870	5	\$	33,052.82	\$	2,057.76		
980871	5	\$	33,052.82	\$	2,057.76		
980872	5	\$	33,052.82	\$	2,057.76		
980873	5	\$	33,052.82	\$	2,057.76		
980874	5	\$	33,052.82	\$	2,057.76		
980875	Non-Benefitted Property	\$	-	\$	-		
980876	5	\$	33,052.82	\$	2,057.76		
980877	5	\$	33,052.82	\$	2,057.76		
980878	5	\$	33,052.82	\$	2,057.76		
980879	5	\$	33,052.82	\$	2,057.76		
980880	5	\$	33,052.82	\$	2,057.76		
980881	5	\$	33,052.82	\$	2,057.76		
980882	5	\$	33,052.82	\$	2,057.76		
980883	5	\$	33,052.82	\$	2,057.76		
980884	5	\$	33,052.82	\$	2,057.76		
980885	5	\$	33,052.82	\$	2,057.76		
980886	5	\$	33,052.82	\$	2,057.76		
980887	5	\$	33,052.82	\$	2,057.76		
980888	5	\$	33,052.82	\$	2,057.76		
980889	5	\$ \$ \$	33,052.82	\$	2,057.76		
980890	5	\$	33,052.82	\$	2,057.76		
980891	5	\$	33,052.82	\$	2,057.76		
980892	5	\$	33,052.82	\$	2,057.76		
980893	5	\$	33,052.82	\$	2,057.76		
	Total	\$ 2	2,502,999.98	\$	155,828.88		

Notes:

[[]a] Totals may not match the total Outstanding Assessment or Annual Installment due to rounding.

[[]b] Outstanding Assessment prior to 1/31/2023 Annual Installment.

[[]c] The Annual Installment covers the period September 1, 2022 to August 31, 2023 and is due by 1/31/2023.

EXHIBIT A-3 – IMPROVEMENT AREA #2-B ASSESSMENT ROLL

	Improvement Area #2-B Assessment ^[a]			
			nual Installment Due	
Lot Type		Assessment ^[b]		1/31/2023
Improvement Area #2-B Single Family Initial Parcel ^[c]	\$	15,660,016.90	\$	976,865.74
Improvement Area #2-B Commercial Initial Parcel ^[d]	\$	2,059,983.10	\$	128,500.94
Total	\$	17,720,000.00	\$	1,105,366.68

Notes:

- [a] Totals may not match the total outstanding Assessment or Annual Installment due to rounding. Annual Installment cumulative of capitalized interest.
- [b] Outstanding Assessment prior to 1/31/2023 Annual Installment.
- [c] For billing purposes, the outstanding Assessment and Annual Installments due 1/31/2023 are allocated pro rata to the Property IDs based on acreage. The Improvement Area #2-B Single Family Initial Parcel is wholey contained within Property IDs 112528, 68500, 68287, 68498, 68270, and 68268.
- [d] For billing purposes, the outstanding Assessment and Annual Installments due 1/31/2023 are allocated pro rata to the Property IDs based on acreage. The Improvement Area #2-B Commercial Initial Parcel is wholey contained within Property IDs 68268 and 68277.

EXHIBIT A-4 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

		Major Improvement Area Assessment ^[a]			
			Outstanding	An	nual Installment Due
Property ID	Lot Type		Assessment ^{[b],[d]}		1/31/2023 ^{[c],[d]}
68268	N/A	\$	1,384,310.09	\$	112,951.67
68270	N/A	\$	28,736.55	\$	2,344.74
68277	N/A	\$	779,728.22	\$	63,621.30
68287	N/A	\$	20,965.95	\$	1,710.70
68498	N/A	\$	414,920.63	\$	33,855.12
68500	N/A	\$	964,433.88	\$	78,692.21
68871	N/A	\$	20,526.11	\$	1,674.80
68872	N/A	\$ \$ \$	58,646.02	\$	4,785.18
112528	N/A	\$	247,141.68	\$	20,165.32
147863	N/A	\$	329,883.89	\$	26,916.61
147864	N/A	\$	580,595.65	\$	47,373.24
980813	Non-Benefitted Property	\$	-	\$	-
980814	4	\$ \$	6,327.34	\$	516.27
980815	4		6,327.34	\$	516.27
980816	4	\$	6,327.34	\$	516.27
980817	4	\$ \$ \$	6,327.34	\$	516.27
980818	4	\$	6,327.34	\$	516.27
980819	4		6,327.34	\$	516.27
980820	4	\$	6,327.34	\$	516.27
980821	4	\$	6,327.34	\$	516.27
980822	4	\$ \$ \$	6,327.34	\$	516.27
980823	4	\$	6,327.34	\$	516.27
980824	4	\$	6,327.34	\$	516.27
980825	4	\$	6,327.34	\$	516.27
980826	4	\$	6,327.34	\$	516.27
980827	4	\$ \$ \$	6,327.34	\$	516.27
980828	4	\$	6,327.34	\$	516.27
980829	4	\$	6,327.34	\$	516.27
980830	4	\$ \$	6,327.34	\$	516.27
980831	4	\$	6,327.34	\$	516.27
980832	4	\$	6,327.34	\$	516.27
980833	4	\$	6,327.34	\$	516.27
980834	4	\$	6,327.34	\$	516.27
980835	4	\$	6,327.34	\$	516.27
980836	4	\$ \$	6,327.34	\$	516.27
980837	4		6,327.34	\$	516.27
980838	4	\$	6,327.34	\$	516.27
980839	4	\$ \$	6,327.34	\$	516.27
980840	4		6,327.34	\$	516.27
980841	4	\$	6,327.34	\$	516.27

		Major Improvement Area Assessment ^[a]			
			Outstanding		nual Installment Due
Property ID	Lot Type		Assessment ^{[b],[d]}		1/31/2023 ^{[c],[d]}
980842	4	\$	6,327.34	\$	516.27
980843	4	\$	6,327.34	\$	516.27
980844	4	\$	6,327.34	\$	516.27
980845	4	\$	6,327.34	\$	516.27
980846	4	\$	6,327.34	\$	516.27
980847	4	\$	6,327.34	\$	516.27
980848	4	\$	6,327.34	\$	516.27
980849	4	\$ \$	6,327.34	\$	516.27
980850	5	\$	6,960.08	\$	567.90
980851	5	\$	6,960.08	\$	567.90
980852	5	\$	6,960.08	\$	567.90
980853	5	\$ \$	6,960.08	\$	567.90
980854	5	\$	6,960.08	\$	567.90
980855	5	\$	6,960.08	\$	567.90
980856	5	\$	6,960.08	\$	567.90
980857	5	\$	6,960.08	\$	567.90
980858	5	\$	6,960.08	\$	567.90
980859	5	\$	6,960.08	\$	567.90
980860	5	\$	6,960.08	\$	567.90
980861	5	\$	6,960.08	\$	567.90
980862	5	\$	6,960.08	\$	567.90
980863	5	\$	6,960.08	\$	567.90
980864	5	\$	6,960.08	\$	567.90
980865	5	\$	6,960.08	\$	567.90
980866	5	\$	6,960.08	\$	567.90
980867	5	\$	6,960.08	\$	567.90
980868	5	\$ \$	6,960.08	\$	567.90
980869	5	\$	6,960.08	\$	567.90
980870	5	\$	6,960.08	\$	567.90
980871	5	\$	6,960.08	\$	567.90
980872	5	\$	6,960.08	\$	567.90
980873	5	\$	6,960.08	\$	567.90
980874	5	\$	6,960.08	\$	567.90
980875	Non-Benefitted Property	\$	-	\$	-
980876	5	\$	6,960.08	\$	567.90
980877	5	\$	6,960.08	\$	567.90
980878	5	\$	6,960.08	\$	567.90
980879	5	\$	6,960.08	\$	567.90
980880	5	\$	6,960.08	\$	567.90
980881	5	\$	6,960.08	\$	567.90

		Major Improvement Area Assessment ^[a]		
		Outstanding	An	nual Installment Due
Property ID	Lot Type	Assessment ^{[b],[d]}		1/31/2023 ^{[c],[d]}
980882	5	\$ 6,960.08	\$	567.90
980883	5	\$ 6,960.08	\$	567.90
980884	5	\$ 6,960.08	\$	567.90
980885	5	\$ 6,960.08	\$	567.90
980886	5	\$ 6,960.08	\$	567.90
980887	5	\$ 6,960.08	\$	567.90
980888	5	\$ 6,960.08	\$	567.90
980889	5	\$ 6,960.08	\$	567.90
980890	5	\$ 6,960.08	\$	567.90
980891	5	\$ 6,960.08	\$	567.90
980892	5	\$ 6,960.08	\$	567.90
980893	5	\$ 6,960.08	\$	567.90
983712	N/A	\$ 147,494.75	\$	12,034.71
983713	N/A	\$ 729,263.32	\$	59,503.65
983714	N/A	\$ 476,235.04	\$	38,858.02
983715	N/A	\$ 95,050.54	\$	7,755.58
Т	otal	\$ 6,805,000.00	\$	555,248.27

Notes:

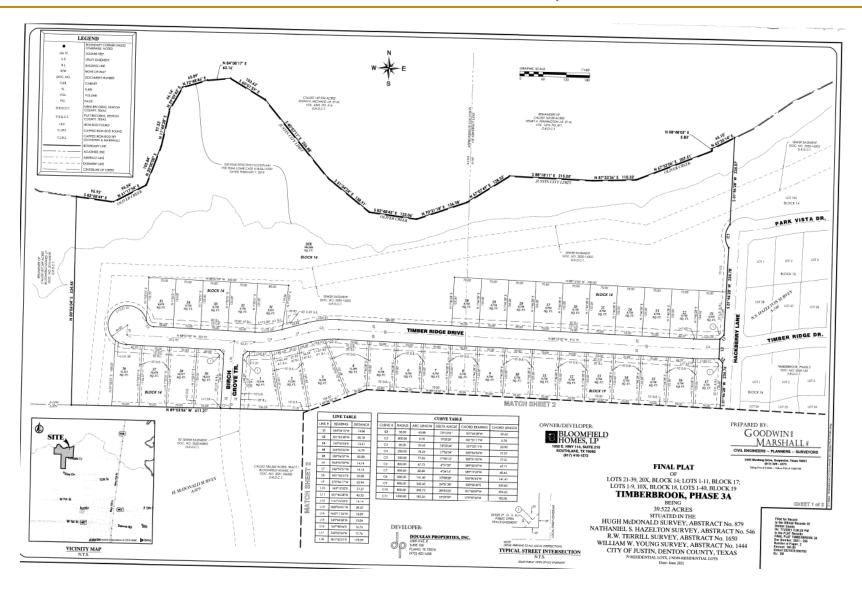
[[]a] Totals may not match the total outstanding Assessment or Annual Installment due to rounding.

[[]b] Outstanding Assessment prior to 1/31/2023 Annual Installment.

[[]c] The Annual Installment covers the period September 1, 2022 to August 31, 2023 and is due by January 31, 2023.

[[]d] For billing purposes, the outstanding Assessment and Annual Installments due January 31, 2023 are allocated pro rata to the Property IDs based on acreage.

EXHIBIT B - FINAL PLAT OF TIMBERBROOK, PHASE 3A



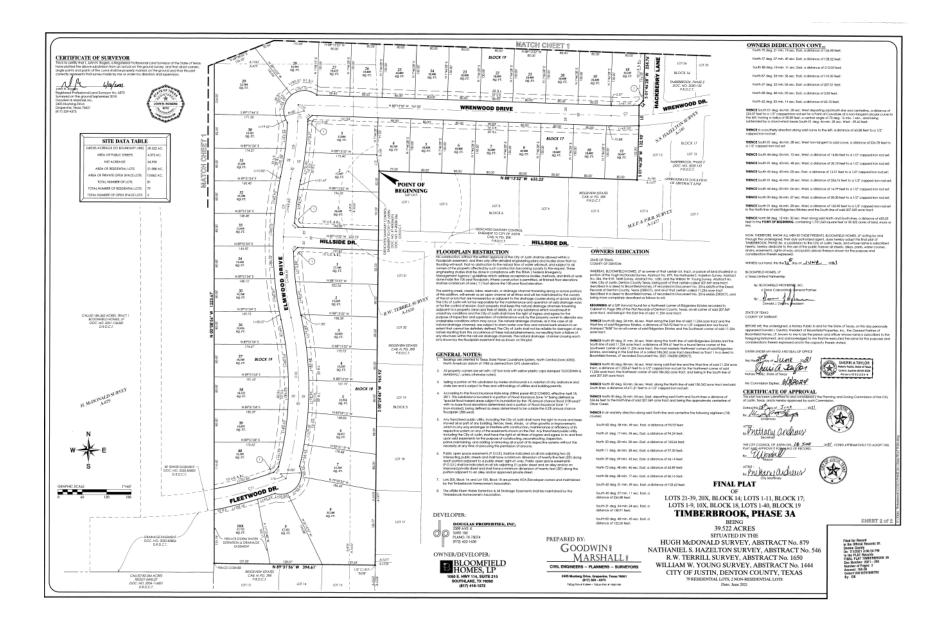


EXHIBIT C-1 – DEBT SERVICE SCHEDULE – IMPROVEMENT AREA #1 BONDS

DEBT SERVICE REQUIREMENTS

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

Year Ending	Delivered	Totalia (II)	Tratal
(September 30)	<u>Principal</u>	Interest(1) \$ 147.226	Total
2018	\$ -	4 1.7,220	\$ 147,226
2019	135,000	401,525	536,525
2020	140,000	395,956	535,956
2021	145,000	390,181	535,181
2022	150,000	384,200	534,200
2023	160,000	378,013	538,013
2024	165,000	371,413	536,413
2025	175,000	363,781	538,781
2026	180,000	355,688	535,688
2027	190,000	347,363	537,363
2028	200,000	338,575	538,575
2029	210,000	329,325	539,325
2030	220,000	318,825	538,825
2031	230,000	307,825	537,825
2032	240,000	296,325	536,325
2033	255,000	284,325	539,325
2034	265,000	271,575	536,575
2035	280,000	258,325	538,325
2036	295,000	244,325	539,325
2037	310,000	229,575	539,575
2038	325,000	214,075	539,075
2039	345,000	197,825	542,825
2040	365,000	180,144	545,144
2041	385,000	161,438	546,438
2042	405,000	141,706	546,706
2043	425,000	120,950	545,950
2044	450,000	99,169	549,169
2045	470,000	76,106	546,106
2046	495,000	52,019	547,019
2047	520,000	26,650	546,650
Total(2)	\$8,130,000	\$7,684,425	\$15,814,425

⁽¹⁾ Includes capitalized interest through September 1, 2018.

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⁽²⁾ Totals may not add due to rounding.

EXHIBIT C-2 – DEBT SERVICE SCHEDULE – IMPROVEMENT AREA #2 BONDS

DEBT SERVICE REQUIREMENTS

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

Year Ending			
(September 30)	Principal	Interest	<u>Total</u>
2022	\$ 47,000	\$ 722,832	\$ 769,832
2023	390,000	723,670	1,113,670
2024	402,000	713,920	1,115,920
2025	411,000	703,870	1,114,870
2026	425,000	693,595	1,118,595
2027	435,000	682,970	1,117,970
2028	447,000	669,920	1,116,920
2029	465,000	656,510	1,121,510
2030	479,000	642,560	1,121,560
2031	492,000	628,190	1,120,190
2032	509,000	613,430	1,122,430
2033	529,000	596,251	1,125,251
2034	547,000	578,398	1,125,398
2035	568,000	559,936	1,127,936
2036	589,000	540,766	1,129,766
2037	610,000	520,888	1,130,888
2038	632,000	500,300	1,132,300
2039	657,000	478,970	1,135,970
2040	679,000	456,796	1,135,796
2041	704,000	433,880	1,137,880
2042	729,000	410,120	1,139,120
2043	762,000	380,960	1,142,960
2044	796,000	350,480	1,146,480
2045	830,000	318,640	1,148,640
2046	865,000	285,440	1,150,440
2047	904,000	250,840	1,154,840
2048	1,258,000	214,680	1,472,680
2049	1,312,000	164,360	1,476,360
2050	1,369,000	111,880	1,480,880
2051	1,428,000	57,120	1,485,120
Total ⁽¹⁾	\$20,270,000	<u>\$14,662,172</u>	\$34,932,172

⁽¹⁾ Totals may not add due to rounding.

EXHIBIT C-3 – DEBT SERVICE SCHEDULE – MAJOR IMPROVEMENT AREA BONDS

DEBT SERVICE REQUIREMENTS

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

Year Ending			
(September 30)	Principal	Interest(1)	Total
2018	\$ -	\$ 140,413	\$ 140,413
2019		382,944	382,944
2020	120,000	382,944	502,944
2021	125,000	377,544	502,544
2022	130,000	371,919	501,919
2023	135,000	366,069	501,069
2024	140,000	359,994	499,994
2025	150,000	352,994	502,994
2026	155,000	345,494	500,494
2027	165,000	337,744	502,744
2028	175,000	329,494	504,494
2029	180,000	320,744	500,744
2030	190,000	311,069	501,069
2031	205,000	300,856	505,856
2032	215,000	289,838	504,838
2033	225,000	278,281	503,281
2034	240,000	266,188	506,188
2035	250,000	253,288	503,288
2036	265,000	239,850	504,850
2037	280,000	225,606	505,606
2038	295,000	210,556	505,556
2039	310,000	194,700	504,700
2040	330,000	177,650	507,650
2041	350,000	159,500	509,500
2042	370,000	140,250	510,250
2043	390,000	119,900	509,900
2044	410,000	98,450	508,450
2045	435,000	75,900	510,900
2046	460,000	51,975	511,975
2047	485,000	26,675	511,675
Total(2)	<u>\$7,180,000</u>	<u>\$7,488,825</u>	<u>\$14,668,825</u>

⁽¹⁾ Includes capitalized interest through September 1, 2019.

⁽²⁾ Totals may not add due to rounding.

EXHIBIT D – LOT TYPE CLASSIFICATION MAP

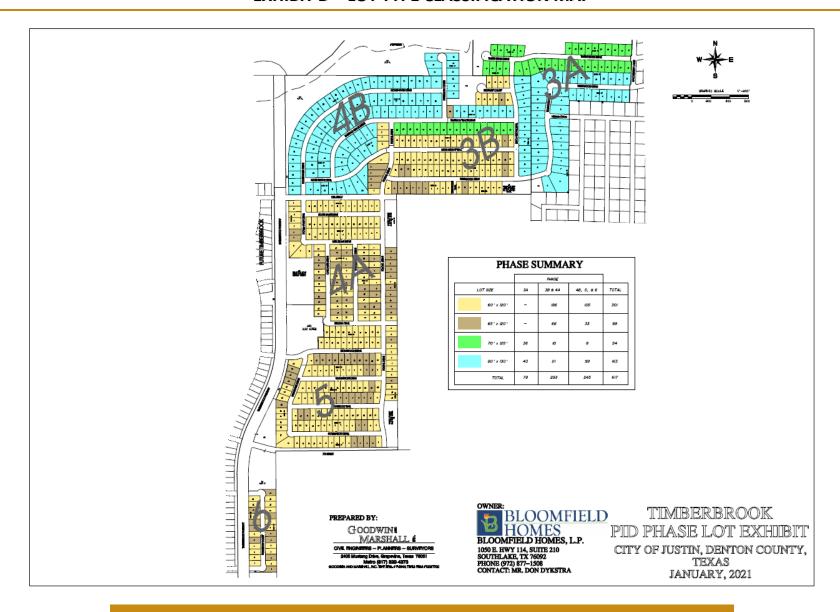


EXHIBIT E – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are found in this Exhibit:

- Improvement Area #1
 - o Lot Type 1
 - o Lot Type 2
 - o Lot Type 3
- Improvement Area #2-A
 - o Lot Type 4
 - o Lot Type 5
- Improvement Area #2-B
 - o Lot Type 6
 - o Lot Type 7
 - o Lot Type 8
 - o Lot Type Commercial

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TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 – IMPROVEMENT AREA #1 LOT TYPE 1 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

AFTER RECORDING	RETURN TO:
	— —
NOTICE OF OBL	IGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
	CITY OF JUSTIN, TEXAS
	CONCERNING THE FOLLOWING PROPERTY
	STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$18,446.52

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Timberbrook Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Denton 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 rethe effective date of a binding contract for the purchase of the above.					
DATE:	DATE:				
SIGNATURE OF SELLER	SIGNATURE OF SELLER] ²				

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

	he receipt of thi	erty at the address described above. The s notice including the current information nended.
DATE:		DATE:
SIGNATURE OF PURCHASER		SIGNATURE OF PURCHASER
STATE OF TEXAS	§ § §	
COUNTY OF	§	
The foregoing instrument was action of the foregoing instrument, and acknowledges therein expressed.	to be the person	fore me by and n(s) whose name(s) is/are subscribed to the or she executed the same for the purposes
Given under my hand and seal o	f office on this	
Notary Public, State of Texas] ³		

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

[The undersigned seller acknowled Section 5.014 of the Texas Property Code, 5.0143, Texas Property Code, as amended, address above.	including the	
DATE:		DATE:
SIGNATURE OF SELLER		SIGNATURE OF SELLER
STATE OF TEXAS	§ § §	
COUNTY OF	§	
The foregoing instrument was acknown to me to foregoing instrument, and acknowledged to therein expressed.	be the person((s) whose name(s) is/are subscribed to the
Given under my hand and seal of o	ffice on this _	, 20
Notary Public, State of Texas] ⁴		

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 1

Installment	Principal	Interest	ministrative	dditional	Annual
Due 1/31		 	Expenses	nterest	stallment
2023	\$ 390.40	\$ 922.36	\$ 52.94	\$ 92.23	\$ 1,457.93
2024	\$ 402.60	\$ 906.25	\$ 54.00	\$ 90.28	\$ 1,453.13
2025	\$ 427.00	\$ 887.63	\$ 55.08	\$ 88.27	\$ 1,457.98
2026	\$ 439.20	\$ 867.88	\$ 56.18	\$ 86.13	\$ 1,449.40
2027	\$ 463.60	\$ 847.57	\$ 57.30	\$ 83.94	\$ 1,452.41
2028	\$ 488.00	\$ 826.13	\$ 58.45	\$ 81.62	\$ 1,454.20
2029	\$ 512.40	\$ 803.56	\$ 59.62	\$ 79.18	\$ 1,454.76
2030	\$ 536.80	\$ 777.94	\$ 60.81	\$ 76.62	\$ 1,452.17
2031	\$ 561.20	\$ 751.10	\$ 62.03	\$ 73.93	\$ 1,448.26
2032	\$ 585.60	\$ 723.04	\$ 63.27	\$ 71.13	\$ 1,443.04
2033	\$ 622.20	\$ 693.76	\$ 64.53	\$ 68.20	\$ 1,448.69
2034	\$ 646.60	\$ 662.65	\$ 65.82	\$ 65.09	\$ 1,440.16
2035	\$ 683.20	\$ 630.32	\$ 67.14	\$ 61.85	\$ 1,442.52
2036	\$ 719.80	\$ 596.16	\$ 68.48	\$ 58.44	\$ 1,442.88
2037	\$ 756.41	\$ 560.17	\$ 69.85	\$ 54.84	\$ 1,441.26
2038	\$ 793.01	\$ 522.35	\$ 71.25	\$ 51.06	\$ 1,437.66
2039	\$ 841.81	\$ 482.70	\$ 72.68	\$ 47.09	\$ 1,444.27
2040	\$ 890.61	\$ 439.55	\$ 74.13	\$ 42.88	\$ 1,447.17
2041	\$ 939.41	\$ 393.91	\$ 75.61	\$ 38.43	\$ 1,447.36
2042	\$ 988.21	\$ 345.77	\$ 77.12	\$ 33.73	\$ 1,444.83
2043	\$ 1,037.01	\$ 295.12	\$ 78.67	\$ 28.79	\$ 1,439.59
2044	\$ 1,098.01	\$ 241.97	\$ 80.24	\$ 23.61	\$ 1,443.83
2045	\$ 1,146.81	\$ 185.70	\$ 81.84	\$ 18.12	\$ 1,432.47
2046	\$ 1,207.81	\$ 126.93	\$ 83.48	\$ 12.38	\$ 1,430.60
2047	\$ 1,268.81	\$ 65.03	\$ 85.15	\$ 6.34	\$ 1,425.33
Total	\$ 18,446.52	\$ 14,555.52	\$ 1,695.69	\$ 1,434.18	\$ 36,131.91

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 – IMPROVEMENT AREA #1 LOT TYPE 2 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

AFTER RECORDING ¹	RETURN TO:
	_
	-
	_
NOTICE OF OBL	— GATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOTTOL OF OBE	CITY OF JUSTIN, TEXAS
	CONCERNING THE FOLLOWING PROPERTY
-	STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$21,520.94

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Timberbrook Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Denton 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 rethe effective date of a binding contract for the purchase of the above.					
DATE:	DATE:				
SIGNATURE OF SELLER	SIGNATURE OF SELLER] ²				

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

	the receipt of the	perty at the address described above. The his notice including the current information mended.
DATE:		DATE:
SIGNATURE OF PURCHASER		SIGNATURE OF PURCHASER
STATE OF TEXAS	§ § §	
COUNTY OF	§	
The foregoing instrument was a, known to me foregoing instrument, and acknowledge therein expressed.	e to be the perso	pefore me by and on(s) whose name(s) is/are subscribed to the e or she executed the same for the purposes
Given under my hand and seal of	of office on this	, 20
Notary Public, State of Texas] ³		

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

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 acl, known to me t foregoing instrument, and acknowledged therein expressed.		e me by and whose name(s) is/are subscribed to the he executed the same for the purposes			
Given under my hand and seal of	office on this	, 20			
Notary Public, State of Texas] ⁴					

[The undersigned seller acknowledges providing a separate copy of the notice required by

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 2

Installment Due 1/31	ı	Principal	Interest	ministrative Expenses	dditional Interest	In	Annual stallment
2023	\$	455.47	\$ 1,076.08	\$ 61.76	\$ 107.60	\$	1,700.92
2024	\$	469.70	\$ 1,057.29	\$ 63.00	\$ 105.33	\$	1,695.32
2025	\$	498.17	\$ 1,035.57	\$ 64.26	\$ 102.98	\$	1,700.98
2026	\$	512.40	\$ 1,012.53	\$ 65.54	\$ 100.49	\$	1,690.97
2027	\$	540.87	\$ 988.83	\$ 66.85	\$ 97.93	\$	1,694.48
2028	\$	569.34	\$ 963.82	\$ 68.19	\$ 95.22	\$	1,696.57
2029	\$	597.80	\$ 937.48	\$ 69.56	\$ 92.37	\$	1,697.22
2030	\$	626.27	\$ 907.59	\$ 70.95	\$ 89.39	\$	1,694.20
2031	\$	654.74	\$ 876.28	\$ 72.37	\$ 86.25	\$	1,689.64
2032	\$	683.20	\$ 843.54	\$ 73.81	\$ 82.98	\$	1,683.54
2033	\$	725.90	\$ 809.38	\$ 75.29	\$ 79.56	\$	1,690.14
2034	\$	754.37	\$ 773.09	\$ 76.80	\$ 75.94	\$	1,680.19
2035	\$	797.07	\$ 735.37	\$ 78.33	\$ 72.16	\$	1,682.94
2036	\$	839.77	\$ 695.52	\$ 79.90	\$ 68.18	\$	1,683.36
2037	\$	882.47	\$ 653.53	\$ 81.50	\$ 63.98	\$	1,681.48
2038	\$	925.17	\$ 609.40	\$ 83.13	\$ 59.57	\$	1,677.27
2039	\$	982.11	\$ 563.15	\$ 84.79	\$ 54.94	\$	1,684.98
2040	\$	1,039.04	\$ 512.81	\$ 86.48	\$ 50.03	\$	1,688.37
2041	\$	1,095.97	\$ 459.56	\$ 88.21	\$ 44.84	\$	1,688.58
2042	\$	1,152.91	\$ 403.39	\$ 89.98	\$ 39.36	\$	1,685.63
2043	\$	1,209.84	\$ 344.31	\$ 91.78	\$ 33.59	\$	1,679.52
2044	\$	1,281.01	\$ 282.30	\$ 93.61	\$ 27.54	\$	1,684.47
2045	\$	1,337.94	\$ 216.65	\$ 95.49	\$ 21.14	\$	1,671.21
2046	\$	1,409.11	\$ 148.08	\$ 97.39	\$ 14.45	\$	1,669.03
2047	\$	1,480.28	\$ 75.86	\$ 99.34	\$ 7.40	\$	1,662.88
Total	\$	21,520.94	\$ 16,981.44	\$ 1,978.30	\$ 1,673.21	\$	42,153.90

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 – IMPROVEMENT AREA #1 LOT TYPE 3 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

AFTER RECORDING ¹	RETURN TO:
	_
	-
	_
NOTICE OF OBL	— GATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOTTOL OF OBE	CITY OF JUSTIN, TEXAS
	CONCERNING THE FOLLOWING PROPERTY
-	STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$24,595.36

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Timberbrook Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Denton 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 rethe effective date of a binding contract for the purchase of the above.					
DATE:	DATE:				
SIGNATURE OF SELLER	SIGNATURE OF SELLER] ²				

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

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 a, known to me foregoing instrument, and acknowledge therein expressed.	e to be the perso	pefore me by and on(s) whose name(s) is/are subscribed to the e or she executed the same for the purposes			
Given under my hand and seal of	of office on this	, 20			
Notary Public, State of Texas] ³					

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

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 acl, known to me t foregoing instrument, and acknowledged therein expressed.		e me by and whose name(s) is/are subscribed to the he executed the same for the purposes			
Given under my hand and seal of	office on this	, 20			
Notary Public, State of Texas] ⁴					

[The undersigned seller acknowledges providing a separate copy of the notice required by

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 3

Installment		Principal	Interest		Administrat			dditional	Annual		
Due 1/31	'	Tillcipai	micrest		Expenses			Interest	Installment		
2023	\$	520.54	\$	1,229.81	\$	70.59	\$	122.98	\$	1,943.91	
2024	\$	536.80	\$	1,208.34	\$	72.00	\$	120.37	\$	1,937.51	
2025	\$	569.34	\$	1,183.51	\$	73.44	\$	117.69	\$	1,943.98	
2026	\$	585.60	\$	1,157.18	\$	74.91	\$	114.84	\$	1,932.53	
2027	\$	618.14	\$	1,130.09	\$	76.41	\$	111.92	\$	1,936.55	
2028	\$	650.67	\$	1,101.50	\$	77.93	\$	108.82	\$	1,938.93	
2029	\$	683.20	\$	1,071.41	\$	79.49	\$	105.57	\$	1,939.68	
2030	\$	715.74	\$	1,037.25	\$	81.08	\$	102.16	\$	1,936.23	
2031	\$	748.27	\$	1,001.46	\$	82.70	\$	98.58	\$	1,931.02	
2032	\$	780.81	\$	964.05	\$	84.36	\$	94.84	\$	1,924.05	
2033	\$	829.61	\$	925.01	\$	86.04	\$	90.93	\$	1,931.59	
2034	\$	862.14	\$	883.53	\$	87.77	\$	86.78	\$	1,920.22	
2035	\$	910.94	\$	840.42	\$	89.52	\$	82.47	\$	1,923.36	
2036	\$	959.74	\$	794.88	\$	91.31	\$	77.92	\$	1,923.85	
2037	\$	1,008.54	\$	746.89	\$	93.14	\$	73.12	\$	1,921.69	
2038	\$	1,057.34	\$	696.46	\$	95.00	\$	68.08	\$	1,916.88	
2039	\$	1,122.41	\$	643.59	\$	96.90	\$	62.79	\$	1,925.69	
2040	\$	1,187.47	\$	586.07	\$	98.84	\$	57.18	\$	1,929.56	
2041	\$	1,252.54	\$	525.21	\$	100.82	\$	51.24	\$	1,929.81	
2042	\$	1,317.61	\$	461.02	\$	102.83	\$	44.98	\$	1,926.44	
2043	\$	1,382.68	\$	393.49	\$	104.89	\$	38.39	\$	1,919.45	
2044	\$	1,464.01	\$	322.63	\$	106.99	\$	31.48	\$	1,925.10	
2045	\$	1,529.08	\$	247.60	\$	109.13	\$	24.16	\$	1,909.96	
2046	\$	1,610.41	\$	169.24	\$	111.31	\$	16.51	\$	1,907.47	
2047	\$	1,691.74	\$	86.70	\$	113.53	\$	8.46	\$	1,900.44	
Total	\$	24,595.36	\$	19,407.36	\$	2,260.92	\$	1,912.24	\$	48,175.88	

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-A LOT TYPE 4 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

AFTER RECORDING	¹ RETURN TO:
	
NOTICE OF OBI	LIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
	CITY OF JUSTIN, TEXAS
	CONCERNING THE FOLLOWING PROPERTY
	STREET ADDRESS

IMPROVEMENT AREA #2-A LOT TYPE 4 PRINCIPAL ASSESSMENT: \$36,375.36

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Timberbrook Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Denton 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 rethe effective date of a binding contract for the purchase of the above.					
DATE:	DATE:				
SIGNATURE OF SELLER	SIGNATURE OF SELLER] ²				

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

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 a, known to me foregoing instrument, and acknowledge therein expressed.	e to be the perso	pefore me by and on(s) whose name(s) is/are subscribed to the e or she executed the same for the purposes			
Given under my hand and seal of	of office on this	, 20			
Notary Public, State of Texas] ³					

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

[The undersigned seller acknowledges proby Section 5.014 of the Texas Property Code in Section 5.0143, Texas Property Code, as amend property at the address above.						
DATE:	DATE:					
SIGNATURE OF SELLER	SIGNATURE OF SELLER					
STATE OF TEXAS § COUNTY OF §						
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 of	n this, 20					
Notary Public, State of Texas] ⁴						

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-A - LOT TYPE 4

	Major Improvement Area Bond			Improvement Area #2 Bond									
Installment					Additional					Additional	A	dministrative	Annual
Due 1/31	Ī	Principal		Interest	Interest		Principal		Interest	Interest		Expenses	Installment
2023	\$	125.52	\$	340.37	\$ 31.64	\$	576.23	\$	1,075.27	\$ 150.24	\$	87.70	\$ 2,386.97
2024	\$	130.17	\$	334.73	\$ 31.01	\$	600.24	\$	1,060.86	\$ 147.36	\$	89.45	\$ 2,393.82
2025	\$	139.47	\$	328.22	\$ 30.36	\$	612.24	\$	1,045.86	\$ 144.36	\$	91.24	\$ 2,391.75
2026	\$	144.12	\$	321.24	\$ 29.66	\$	636.25	\$	1,030.55	\$ 141.30	\$	93.07	\$ 2,396.19
2027	\$	153.42	\$	314.04	\$ 28.94	\$	648.26	\$	1,014.65	\$ 138.12	\$	94.93	\$ 2,392.34
2028	\$	162.72	\$	306.37	\$ 28.17	\$	660.26	\$	995.20	\$ 134.87	\$	96.83	\$ 2,384.42
2029	\$	167.37	\$	298.23	\$ 27.36	\$	696.28	\$	975.39	\$ 131.57	\$	98.76	\$ 2,394.96
2030	\$	176.66	\$	289.23	\$ 26.52	\$	708.28	\$	954.50	\$ 128.09	\$	100.74	\$ 2,384.04
2031	\$	190.61	\$	279.74	\$ 25.64	\$	732.29	\$	933.25	\$ 124.55	\$	102.75	\$ 2,388.84
2032	\$	199.91	\$	269.49	\$ 24.69	\$	756.30	\$	911.28	\$ 120.89	\$	104.81	\$ 2,387.37
2033	\$	209.21	\$	258.75	\$ 23.69	\$	780.31	\$	885.76	\$ 117.11	\$	106.90	\$ 2,381.72
2034	\$	223.15	\$	247.50	\$ 22.64	\$	816.33	\$	859.42	\$ 113.21	\$	109.04	\$ 2,391.30
2035	\$	232.45	\$	235.51	\$ 21.53	\$	840.34	\$	831.87	\$ 109.12	\$	111.22	\$ 2,382.04
2036	\$	246.40	\$	223.01	\$ 20.36	\$	876.35	\$	803.51	\$ 104.92	\$	113.45	\$ 2,388.01
2037	\$	260.35	\$	209.77	\$ 19.13	\$	900.36	\$	773.93	\$ 100.54	\$	115.72	\$ 2,379.80
2038	\$	274.29	\$	195.78	\$ 17.83	\$	936.37	\$	743.55	\$ 96.04	\$	118.03	\$ 2,381.89
2039	\$	288.24	\$	181.03	\$ 16.46	\$	972.39	\$	711.94	\$ 91.36	\$	120.39	\$ 2,381.81
2040	\$	306.84	\$	165.18	\$ 15.02	\$	1,008.40	\$	679.13	\$ 86.49	\$	122.80	\$ 2,383.86
2041	\$	325.43	\$	148.30	\$ 13.48	\$	1,044.42	\$	645.09	\$ 81.45	\$	125.26	\$ 2,383.44
2042	\$	344.03	\$	130.41	\$ 11.86	\$	1,080.43	\$	609.84	\$ 76.23	\$	127.76	\$ 2,380.56
2043	\$	362.63	\$	111.48	\$ 10.13	\$	1,128.45	\$	566.63	\$ 70.83	\$	130.32	\$ 2,380.47
2044	\$	381.22	\$	91.54	\$ 8.32	\$	1,176.47	\$	521.49	\$ 65.19	\$	132.92	\$ 2,377.15
2045	\$	404.47	\$	70.57	\$ 6.42	\$	1,236.49	\$	474.43	\$ 59.30	\$	135.58	\$ 2,387.26
2046	\$	427.71	\$	48.33	\$ 4.39	\$	1,284.51	\$	424.97	\$ 53.12	\$	138.29	\$ 2,381.33
2047	\$	450.96	\$	24.80	\$ 2.25	\$	1,344.54	\$	373.59	\$ 46.70	\$	141.06	\$ 2,383.90
2048	\$	-	\$	-	\$ -	\$	1,872.75	\$	319.81	\$ 39.98	\$	113.13	\$ 2,345.67
2049	\$	-	\$	-	\$ -	\$	1,956.78	\$	244.90	\$ 30.61	\$	115.40	\$ 2,347.69
2050	\$	-	\$	-	\$ -	\$	2,040.82	\$	166.63	\$ 20.83	\$	117.71	\$ 2,345.98
2051	\$	-	\$	-	\$ -	\$	2,124.85	\$	84.99	\$ 10.62	\$	120.06	\$ 2,340.53
Total	\$	6,327.34	\$	5,423.63	\$ 497.49	\$	30,048.02	\$	20,718.31	\$ 2,734.99	\$	3,275.32	\$ 69,025.11

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-A LOT TYPE 5 – 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.

AFTER RECORDING	¹ RETURN TO:
	
NOTICE OF OBI	LIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
	CITY OF JUSTIN, TEXAS
	CONCERNING THE FOLLOWING PROPERTY
	STREET ADDRESS

IMPROVEMENT AREA #2-A LOT TYPE 5 PRINCIPAL ASSESSMENT: \$40,012.90

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Timberbrook Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Denton 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 rethe effective date of a binding contract for the purchase of the above.					
DATE:	DATE:				
SIGNATURE OF SELLER	SIGNATURE OF SELLER] ²				

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

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 a, known to me foregoing instrument, and acknowledge therein expressed.	e to be the perso	pefore me by and on(s) whose name(s) is/are subscribed to the e or she executed the same for the purposes			
Given under my hand and seal of	of office on this	, 20			
Notary Public, State of Texas] ³					

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

[The undersigned seller acknowledges proby Section 5.014 of the Texas Property Code in Section 5.0143, Texas Property Code, as amend property at the address above.						
DATE:	DATE:					
SIGNATURE OF SELLER	SIGNATURE OF SELLER					
STATE OF TEXAS § COUNTY OF §						
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 of	n this, 20					
Notary Public, State of Texas] ⁴						

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-A - LOT TYPE 5

	Major Improvement Area Bond				Improvement Area #2 Bond									
Installment											Additional	Α	dministrative	Annual
Due 1/31		Principal		Interest	Add	itional Interest		Principal		Interest	Interest		Expenses	Installment
2023	\$	138.08	\$	374.41	\$	34.80	\$	633.85	\$	1,182.80	\$ 165.26	\$	96.47	\$ 2,625.67
2024	\$	143.19	\$	368.20	\$	34.11	\$	660.26	\$	1,166.95	\$ 162.09	\$	98.40	\$ 2,633.21
2025	\$	153.42	\$	361.04	\$	33.39	\$	673.47	\$	1,150.44	\$ 158.79	\$	100.37	\$ 2,630.92
2026	\$	158.53	\$	353.37	\$	32.63	\$	699.88	\$	1,133.61	\$ 155.43	\$	102.37	\$ 2,635.81
2027	\$	168.76	\$	345.44	\$	31.83	\$	713.09	\$	1,116.11	\$ 151.93	\$	104.42	\$ 2,631.58
2028	\$	178.99	\$	337.00	\$	30.99	\$	726.29	\$	1,094.72	\$ 148.36	\$	106.51	\$ 2,622.86
2029	\$	184.10	\$	328.05	\$	30.10	\$	765.91	\$	1,072.93	\$ 144.73	\$	108.64	\$ 2,634.46
2030	\$	194.33	\$	318.16	\$	29.18	\$	779.11	\$	1,049.95	\$ 140.90	\$	110.81	\$ 2,622.44
2031	\$	209.67	\$	307.71	\$	28.20	\$	805.52	\$	1,026.58	\$ 137.00	\$	113.03	\$ 2,627.72
2032	\$	219.90	\$	296.44	\$	27.16	\$	831.93	\$	1,002.41	\$ 132.98	\$	115.29	\$ 2,626.11
2033	\$	230.13	\$	284.62	\$	26.06	\$	858.34	\$	974.34	\$ 128.82	\$	117.60	\$ 2,619.90
2034	\$	245.47	\$	272.25	\$	24.90	\$	897.96	\$	945.37	\$ 124.53	\$	119.95	\$ 2,630.43
2035	\$	255.70	\$	259.06	\$	23.68	\$	924.37	\$	915.06	\$ 120.04	\$	122.35	\$ 2,620.25
2036	\$	271.04	\$	245.32	\$	22.40	\$	963.99	\$	883.86	\$ 115.41	\$	124.79	\$ 2,626.81
2037	\$	286.38	\$	230.75	\$	21.04	\$	990.40	\$	851.33	\$ 110.59	\$	127.29	\$ 2,617.78
2038	\$	301.72	\$	215.35	\$	19.61	\$	1,030.01	\$	817.90	\$ 105.64	\$	129.83	\$ 2,620.08
2039	\$	317.06	\$	199.14	\$	18.10	\$	1,069.63	\$	783.14	\$ 100.49	\$	132.43	\$ 2,620.00
2040	\$	337.52	\$	181.70	\$	16.52	\$	1,109.24	\$	747.04	\$ 95.14	\$	135.08	\$ 2,622.24
2041	\$	357.98	\$	163.13	\$	14.83	\$	1,148.86	\$	709.60	\$ 89.60	\$	137.78	\$ 2,621.78
2042	\$	378.43	\$	143.45	\$	13.04	\$	1,188.48	\$	670.83	\$ 83.85	\$	140.54	\$ 2,618.61
2043	\$	398.89	\$	122.63	\$	11.15	\$	1,241.30	\$	623.29	\$ 77.91	\$	143.35	\$ 2,618.51
2044	\$	419.34	\$	100.69	\$	9.15	\$	1,294.12	\$	573.64	\$ 71.70	\$	146.21	\$ 2,614.87
2045	\$	444.91	\$	77.63	\$	7.06	\$	1,360.14	\$	521.87	\$ 65.23	\$	149.14	\$ 2,625.99
2046	\$	470.48	\$	53.16	\$	4.83	\$	1,412.97	\$	467.47	\$ 58.43	\$	152.12	\$ 2,619.46
2047	\$	496.05	\$	27.28	\$	2.48	\$	1,478.99	\$	410.95	\$ 51.37	\$	155.16	\$ 2,622.29
2048	\$	-	\$	-	\$	-	\$	2,060.02	\$	351.79	\$ 43.97	\$	124.45	\$ 2,580.23
2049	\$	-	\$	-	\$	-	\$	2,152.46	\$	269.39	\$ 33.67	\$	126.94	\$ 2,582.46
2050	\$	-	\$	-	\$	-	\$	2,244.90	\$	183.29	\$ 22.91	\$	129.48	\$ 2,580.57
2051	\$	-	\$		\$	-	\$	2,337.33	\$	93.49	\$ 11.69	\$	132.07	\$ 2,574.58
Total	\$	6,960.08	\$	5,965.99	\$	547.24	\$	33,052.82	\$	22,790.14	\$ 3,008.49	\$	3,602.86	\$ 75,927.62

Notes:

The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, Additional Interest, interest earnings, or other available offsets could increase or decrease the amounts shown.

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-B LOT TYPE 6 – 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.

AFTER RECORDING ¹	RETURN TO:
	_
	_ _
	_
NOTICE OF OBL	— GATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOTTEL OF OBEI	CITY OF JUSTIN, TEXAS
	CONCERNING THE FOLLOWING PROPERTY
-	STREET ADDRESS

IMPROVEMENT AREA #2-B LOT TYPE 6 PRINCIPAL ASSESSMENT: \$33,329.95

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Timberbrook Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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 Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser a binding contract for the purchase	 this notice before the effective date of address described above.
DATE:	DATE:
SIGNATURE OF PURCHASER	 SIGNATURE OF PURCHASER
•	otice to the potential purchaser before real property at the address described
DATE:	DATE:
SIGNATURE OF SELLER	SIGNATURE OF SELLER] ²

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

	he receipt of thi	erty at the address described above. The s notice including the current information nended.				
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 o	f office on this _					
Notary Public, State of Texas] ³						

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

[The undersigned seller acknowledges proby Section 5.014 of the Texas Property Code in Section 5.0143, Texas Property Code, as amend property at the address above.					
DATE:	DATE:				
SIGNATURE OF SELLER	SIGNATURE OF SELLER				
STATE OF TEXAS § COUNTY OF §					
COUNTY OF §					
The foregoing instrument was acknowledged before me by and, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed. Given under my hand and seal of office on this, 20					
Notary Public, State of Texas] ⁴					

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-B - LOT TYPE 6

	Major Improvement Area Bond						Improvement Area #2 Bond										
Installment	Additional							Additional						Administrative Annual			
Due 1/31		Principal		Interest		Interest		Principal		Interest		Interest		Expenses		Installment	
2023	\$	112.97	\$	306.34	\$	28.47	\$	533.37	\$	988.91	\$	138.18	\$	80.29	\$	2,188.53	
2024	\$	117.16	\$	301.25	\$	27.91	\$	548.96	\$	975.58	\$	135.51	\$	81.89	\$	2,188.26	
2025	\$	125.52	\$	295.40	\$	27.32	\$	561.44	\$	961.86	\$	132.76	\$	83.53	\$	2,187.83	
2026	\$	129.71	\$	289.12	\$	26.69	\$	580.15	\$	947.82	\$	129.96	\$	85.20	\$	2,188.66	
2027	\$	138.08	\$	282.63	\$	26.05	\$	594.19	\$	933.32	\$	127.06	\$	86.91	\$	2,188.23	
2028	\$	146.45	\$	275.73	\$	25.36	\$	611.35	\$	915.49	\$	124.09	\$	88.64	\$	2,187.10	
2029	\$	150.63	\$	268.41	\$	24.62	\$	634.74	\$	897.15	\$	121.03	\$	90.42	\$	2,187.00	
2030	\$	159.00	\$	260.31	\$	23.87	\$	655.01	\$	878.11	\$	117.86	\$	92.23	\$	2,186.38	
2031	\$	171.55	\$	251.77	\$	23.08	\$	672.17	\$	858.46	\$	114.58	\$	94.07	\$	2,185.67	
2032	\$	179.92	\$	242.54	\$	22.22	\$	695.56	\$	838.29	\$	111.22	\$	95.95	\$	2,185.71	
2033	\$	188.29	\$	232.87	\$	21.32	\$	723.63	\$	814.82	\$	107.74	\$	97.87	\$	2,186.54	
2034	\$	200.84	\$	222.75	\$	20.38	\$	747.03	\$	790.39	\$	104.12	\$	99.83	\$	2,185.34	
2035	\$	209.21	\$	211.96	\$	19.37	\$	776.66	\$	765.18	\$	100.39	\$	101.82	\$	2,184.59	
2036	\$	221.76	\$	200.71	\$	18.33	\$	804.73	\$	738.97	\$	96.51	\$	103.86	\$	2,184.87	
2037	\$	234.31	\$	188.79	\$	17.22	\$	834.36	\$	711.81	\$	92.48	\$	105.94	\$	2,184.92	
2038	\$	246.86	\$	176.20	\$	16.05	\$	863.99	\$	683.65	\$	88.31	\$	108.06	\$	2,183.12	
2039	\$	259.42	\$	162.93	\$	14.81	\$	898.30	\$	654.49	\$	83.99	\$	110.22	\$	2,184.16	
2040	\$	276.15	\$	148.66	\$	13.51	\$	927.94	\$	624.17	\$	79.50	\$	112.42	\$	2,182.36	
2041	\$	292.89	\$	133.47	\$	12.13	\$	962.25	\$	592.86	\$	74.86	\$	114.67	\$	2,183.13	
2042	\$	309.63	\$	117.37	\$	10.67	\$	996.56	\$	560.38	\$	70.05	\$	116.96	\$	2,181.61	
2043	\$	326.36	\$	100.34	\$	9.12	\$	1,041.78	\$	520.52	\$	65.06	\$	119.30	\$	2,182.49	
2044	\$	343.10	\$	82.39	\$	7.49	\$	1,088.57	\$	478.85	\$	59.86	\$	121.69	\$	2,181.94	
2045	\$	364.02	\$	63.52	\$	5.77	\$	1,133.80	\$	435.30	\$	54.41	\$	124.12	\$	2,180.95	
2046	\$	384.94	\$	43.49	\$	3.95	\$	1,182.14	\$	389.95	\$	48.74	\$	126.61	\$	2,179.83	
2047	\$	405.86	\$	22.32	\$	2.03	\$	1,235.17	\$	342.67	\$	42.83	\$	129.14	\$	2,180.02	
2048	\$	-	\$	-	\$	-	\$	1,718.63	\$	293.26	\$	36.66	\$	104.05	\$	2,152.60	
2049	\$	-	\$	-	\$	-	\$	1,791.93	\$	224.51	\$	28.06	\$	106.13	\$	2,150.64	
2050	\$	-	\$	-	\$	-	\$	1,869.91	\$	152.84	\$	19.10	\$	108.25	\$	2,150.10	
2051	\$	-	\$	-	\$	-	\$	1,951.00	\$	78.04	\$	9.76	\$	110.42	\$	2,149.22	
Total	\$	5,694.62	\$	4,881.28	\$	447.75	\$	27,635.32	\$	19,047.64	\$	2,514.67	\$	3,000.51	\$	63,221.79	

Notes:

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-B LOT TYPE 7 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING	¹ RETURN TO:
	
NOTICE OF OBI	LIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
	CITY OF JUSTIN, TEXAS
	CONCERNING THE FOLLOWING PROPERTY
	STREET ADDRESS

IMPROVEMENT AREA #2-B LOT TYPE 7 PRINCIPAL ASSESSMENT: \$37,033.28

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Timberbrook Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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.

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 Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of a binding contract for the purchase of the real property at the	
DATE:	DATE:
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER
The undersigned seller acknowledges providing this rethe effective date of a binding contract for the purchase of the above.	
DATE:	DATE:
SIGNATURE OF SELLER	SIGNATURE OF SELLER] ²

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

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 action of the foregoing instrument, and acknowledge therein expressed.	to be the person	efore me by and n(s) whose name(s) is/are subscribed to the or she executed the same for the purposes						
Given under my hand and seal o	of office on this							
N. D. H. G. C. CT. 13								
Notary Public, State of Texas] ³								

[The undersigned purchaser acknowledges receipt of this notice before the effective date of

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

[The undersigned seller acknowledges proby Section 5.014 of the Texas Property Code in Section 5.0143, Texas Property Code, as amend property at the address above.	
DATE:	DATE:
SIGNATURE OF SELLER	SIGNATURE OF SELLER
STATE OF TEXAS § COUNTY OF §	
COUNTY OF §	
The foregoing instrument was acknowled, known to me to be the p foregoing instrument, and acknowledged to me to purposes therein expressed.	erson(s) whose name(s) is/are subscribed to the
Given under my hand and seal of office of	n this, 20
Notary Public, State of Texas] ⁴	

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-B - LOT TYPE 7

	Major Improvement Area Bond						Improvement Area #2 Bond									
Installment	Additional												Administrative Annual			
Due 1/31		Principal		Interest		Interest		Principal		Interest	Add	ditional Interest		Expenses	- 1	nstallment
2023	\$	125.52	\$	340.37	\$	31.64	\$	592.63	\$	1,098.79	\$	153.53	\$	89.21	\$	2,431.70
2024	\$	130.17	\$	334.73	\$	31.01	\$	609.96	\$	1,083.98	\$	150.57	\$	90.99	\$	2,431.41
2025	\$	139.47	\$	328.22	\$	30.36	\$	623.82	\$	1,068.73	\$	147.52	\$	92.81	\$	2,430.93
2026	\$	144.12	\$	321.24	\$	29.66	\$	644.62	\$	1,053.13	\$	144.40	\$	94.67	\$	2,431.84
2027	\$	153.42	\$	314.04	\$	28.94	\$	660.21	\$	1,037.02	\$	141.17	\$	96.56	\$	2,431.36
2028	\$	162.72	\$	306.37	\$	28.17	\$	679.27	\$	1,017.21	\$	137.87	\$	98.49	\$	2,430.11
2029	\$	167.37	\$	298.23	\$	27.36	\$	705.27	\$	996.83	\$	134.48	\$	100.46	\$	2,430.00
2030	\$	176.66	\$	289.23	\$	26.52	\$	727.79	\$	975.68	\$	130.95	\$	102.47	\$	2,429.31
2031	\$	190.61	\$	279.74	\$	25.64	\$	746.85	\$	953.84	\$	127.31	\$	104.52	\$	2,428.52
2032	\$	199.91	\$	269.49	\$	24.69	\$	772.85	\$	931.44	\$	123.58	\$	106.61	\$	2,428.56
2033	\$	209.21	\$	258.75	\$	23.69	\$	804.04	\$	905.35	\$	119.71	\$	108.75	\$	2,429.49
2034	\$	223.15	\$	247.50	\$	22.64	\$	830.03	\$	878.22	\$	115.69	\$	110.92	\$	2,428.16
2035	\$	232.45	\$	235.51	\$	21.53	\$	862.95	\$	850.20	\$	111.54	\$	113.14	\$	2,427.33
2036	\$	246.40	\$	223.02	\$	20.36	\$	894.15	\$	821.08	\$	107.23	\$	115.40	\$	2,427.63
2037	\$	260.35	\$	209.77	\$	19.13	\$	927.07	\$	790.90	\$	102.76	\$	117.71	\$	2,427.69
2038	\$	274.29	\$	195.78	\$	17.83	\$	959.99	\$	759.61	\$	98.12	\$	120.06	\$	2,425.69
2039	\$	288.24	\$	181.03	\$	16.46	\$	998.12	\$	727.21	\$	93.32	\$	122.46	\$	2,426.85
2040	\$	306.84	\$	165.18	\$	15.02	\$	1,031.04	\$	693.53	\$	88.33	\$	124.91	\$	2,424.85
2041	\$	325.43	\$	148.30	\$	13.48	\$	1,069.16	\$	658.73	\$	83.18	\$	127.41	\$	2,425.70
2042	\$	344.03	\$	130.41	\$	11.86	\$	1,107.28	\$	622.64	\$	77.83	\$	129.96	\$	2,424.01
2043	\$	362.63	\$	111.48	\$	10.13	\$	1,157.54	\$	578.35	\$	72.29	\$	132.56	\$	2,424.99
2044	\$	381.22	\$	91.54	\$	8.32	\$	1,209.52	\$	532.05	\$	66.51	\$	135.21	\$	2,424.37
2045	\$	404.47	\$	70.57	\$	6.42	\$	1,259.77	\$	483.67	\$	60.46	\$	137.92	\$	2,423.27
2046	\$	427.71	\$	48.33	\$	4.39	\$	1,313.49	\$	433.28	\$	54.16	\$	140.67	\$	2,422.04
2047	\$	450.96	\$	24.80	\$	2.25	\$	1,372.41	\$	380.74	\$	47.59	\$	143.49	\$	2,422.24
2048	\$	-	\$	-	\$	-	\$	1,909.59	\$	325.84	\$	40.73	\$	115.61	\$	2,391.77
2049	\$	-	\$	-	\$	-	\$	1,991.03	\$	249.46	\$	31.18	\$	117.92	\$	2,389.60
2050	\$	-	\$	-	\$	-	\$	2,077.67	\$	169.82	\$	21.23	\$	120.28	\$	2,389.00
2051	\$		\$		\$		\$	2,167.78	\$	86.71	\$	10.84	\$	122.69	\$	2,388.02
Total	\$	6,327.36	\$	5,423.64	\$	497.50	\$	30,705.92	\$	21,164.04	\$	2,794.08	\$	3,333.89	\$	70,246.43

Notes:

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-B LOT TYPE 8 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING ¹	RETURN TO:
	_
	-
	_
NOTICE OF OBL	— GATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOTTOL OF OBE	CITY OF JUSTIN, TEXAS
	CONCERNING THE FOLLOWING PROPERTY
-	STREET ADDRESS

IMPROVEMENT AREA #2-B LOT TYPE 8 PRINCIPAL ASSESSMENT: \$40,736.60

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Timberbrook Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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.

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 Denton 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								
•		otice to the potential purchaser before real property at the address described								
DATE:		DATE:								
SIGNATURE OF SELLER		SIGNATURE OF SELLER] ²								
		•								

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

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 action of the foregoing instrument, and acknowledge therein expressed.	to be the person	efore me by and n(s) whose name(s) is/are subscribed to the or she executed the same for the purposes						
Given under my hand and seal o	of office on this							
N. D. H. G. C. CT. 13								
Notary Public, State of Texas] ³								

[The undersigned purchaser acknowledges receipt of this notice before the effective date of

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

[The undersigned seller acknowledges proby Section 5.014 of the Texas Property Code in Section 5.0143, Texas Property Code, as amend property at the address above.	
DATE:	DATE:
SIGNATURE OF SELLER	SIGNATURE OF SELLER
STATE OF TEXAS § COUNTY OF §	
COUNTY OF §	
The foregoing instrument was acknowled, known to me to be the p foregoing instrument, and acknowledged to me to purposes therein expressed.	erson(s) whose name(s) is/are subscribed to the
Given under my hand and seal of office of	n this, 20
Notary Public, State of Texas] ⁴	

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-B - LOT TYPE 8

	Majoı	· lm	provement Area	Bond	lm	pro	vement Area #2 Bo	ond		I			
Installment											Administrative		
Due 1/31	Principal		Interest	Additional Interest	Principal		Interest	Ac	dditional Interest		Expenses	A	nnual Installment
2023	\$ 138.08	\$	374.41	\$ 34.80	\$ 651.89	\$	1,208.67	\$	168.88	\$	98.13	\$	2,674.87
2024	\$ 143.19	\$	368.20	\$ 34.11	\$ 670.96	\$	1,192.38	\$	165.62	\$	100.09	\$	2,674.55
2025	\$ 153.42	\$	361.04	\$ 33.39	\$ 686.20	\$	1,175.60	\$	162.27	\$	102.09	\$	2,674.02
2026	\$ 158.53	\$	353.37	\$ 32.63	\$ 709.08	\$	1,158.45	\$	158.84	\$	104.14	\$	2,675.03
2027	\$ 168.76	\$	345.44	\$ 31.83	\$ 726.23	\$	1,140.72	\$	155.29	\$	106.22	\$	2,674.50
2028	\$ 178.99	\$	337.00	\$ 30.99	\$ 747.20	\$	1,118.93	\$	151.66	\$	108.34	\$	2,673.12
2029	\$ 184.10	\$	328.05	\$ 30.10	\$ 775.79	\$	1,096.52	\$	147.92	\$	110.51	\$	2,673.00
2030	\$ 194.33	\$	318.16	\$ 29.18	\$ 800.57	\$	1,073.24	\$	144.05	\$	112.72	\$	2,672.24
2031	\$ 209.67	\$	307.71	\$ 28.20	\$ 821.54	\$	1,049.23	\$	140.04	\$	114.97	\$	2,671.37
2032	\$ 219.90	\$	296.44	\$ 27.16	\$ 850.13	\$	1,024.58	\$	135.94	\$	117.27	\$	2,671.42
2033	\$ 230.13	\$	284.62	\$ 26.06	\$ 884.44	\$	995.89	\$	131.68	\$	119.62	\$	2,672.44
2034	\$ 245.47	\$	272.25	\$ 24.90	\$ 913.03	\$	966.04	\$	127.26	\$	122.01	\$	2,670.97
2035	\$ 255.70	\$	259.06	\$ 23.68	\$ 949.25	\$	935.22	\$	122.70	\$	124.45	\$	2,670.06
2036	\$ 271.04	\$	245.32	\$ 22.40	\$ 983.56	\$	903.19	\$	117.95	\$	126.94	\$	2,670.39
2037	\$ 286.38	\$	230.75	\$ 21.04	\$ 1,019.78	\$	869.99	\$	113.03	\$	129.48	\$	2,670.45
2038	\$ 301.72	\$	215.36	\$ 19.61	\$ 1,055.99	\$	835.57	\$	107.93	\$	132.07	\$	2,668.26
2039	\$ 317.07	\$	199.14	\$ 18.10	\$ 1,097.93	\$	799.93	\$	102.65	\$	134.71	\$	2,669.53
2040	\$ 337.52	\$	181.70	\$ 16.52	\$ 1,134.14	\$	762.88	\$	97.16	\$	137.41	\$	2,667.33
2041	\$ 357.98	\$	163.14	\$ 14.83	\$ 1,176.08	\$	724.60	\$	91.49	\$	140.15	\$	2,668.27
2042	\$ 378.43	\$	143.45	\$ 13.04	\$ 1,218.01	\$	684.91	\$	85.61	\$	142.96	\$	2,666.41
2043	\$ 398.89	\$	122.63	\$ 11.15	\$ 1,273.29	\$	636.19	\$	79.52	\$	145.82	\$	2,667.49
2044	\$ 419.34	\$	100.69	\$ 9.15	\$ 1,330.47	\$	585.26	\$	73.16	\$	148.73	\$	2,666.81
2045	\$ 444.91	\$	77.63	\$ 7.06	\$ 1,385.75	\$	532.04	\$	66.50	\$	151.71	\$	2,665.60
2046	\$ 470.48	\$	53.16	\$ 4.83	\$ 1,444.84	\$	476.61	\$	59.58	\$	154.74	\$	2,664.24
2047	\$ 496.05	\$	27.28	\$ 2.48	\$ 1,509.65	\$	418.81	\$	52.35	\$	157.84	\$	2,664.47
2048	\$ -	\$	-	\$ -	\$ 2,100.55	\$	358.43	\$	44.80	\$	127.17	\$	2,630.95
2049	\$ -	\$	-	\$ -	\$ 2,190.14	\$	274.41	\$	34.30	\$	129.72	\$	2,628.56
2050	\$ -	\$	-	\$ -	\$ 2,285.44	\$	186.80	\$	23.35	\$	132.31	\$	2,627.90
2051	\$ -	\$	-	\$ -	\$ 2,384.56	\$	95.38	\$	11.92	\$	134.96	\$	2,626.82
Total	\$ 6,960.10	\$	5,966.01	\$ 547.24	\$ 33,776.51	\$	23,280.45	\$	3,073.49	\$	3,667.28	\$	77,271.08

Notes

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1–IMPROVEMENT AREA #2-B LOT TYPE COMMERCIAL (PER ACRE) – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING ¹	RETURN TO:
	_
	-
	_
NOTICE OF OBL	— GATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOTTOL OF OBE	CITY OF JUSTIN, TEXAS
	CONCERNING THE FOLLOWING PROPERTY
-	STREET ADDRESS

IMPROVEMENT AREA #2-B LOT TYPE COMMERCIAL (PER ACRE) PRINCIPAL ASSESSMENT: \$138,874.78

As the purchaser of the real property described above, you are obligated to pay assessments to City of Justin, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Timberbrook Public Improvement District No. 1* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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.

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 Denton 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 rethe effective date of a binding contract for the purchase of the above.								
DATE:	DATE:							
SIGNATURE OF SELLER	SIGNATURE OF SELLER] ²							

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

	the receipt of the	perty at the address described above. The his notice including the current information mended.
DATE:		DATE:
SIGNATURE OF PURCHASER		SIGNATURE OF PURCHASER
STATE OF TEXAS	§ § §	
COUNTY OF	§	
The foregoing instrument was a, known to me foregoing instrument, and acknowledge therein expressed.	e to be the perso	efore me by and on(s) whose name(s) is/are subscribed to the or she executed the same for the purposes
Given under my hand and seal of	of office on this	, 20
Notary Public, State of Texas] ³		

[The undersigned purchaser acknowledges receipt of this notice before the effective date of

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

by Section 5.014 of the Texas Property Code	providing a separate copy of the notice required including the current information required by aded, at the closing of the purchase of the real
DATE:	DATE:
SIGNATURE OF SELLER	SIGNATURE OF SELLER
STATE OF TEXAS \$ COUNTY OF \$	
COUNTY OF §	
The foregoing instrument was acknowled, known to me to be the foregoing instrument, and acknowledged to me purposes therein expressed.	person(s) whose name(s) is/are subscribed to the
Given under my hand and seal of office	on this, 20
Notary Public, State of Texas] ⁴	

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2-B - LOT TYPE COMMERCIAL (PER ACRE)

	Major I	mpr	ovement Are	а Во	nd	Impi	ove	ement Area #2	Bon	d	Ī				
Installment				Д	Additional		Additional				Administrative			Annual	
Due 1/31	Principal		Interest		Interest	Principal		Interest		Interest	Expenses		Installment		
2023	\$ 470.72	\$	1,276.40	\$	118.64	\$ 2,222.37	\$	4,120.48	\$	575.74	\$	334.53	\$	9,118.87	
2024	\$ 488.15	\$	1,255.22	\$	116.28	\$ 2,287.35	\$	4,064.92	\$	564.62	\$	341.22	\$	9,117.77	
2025	\$ 523.02	\$	1,230.81	\$	113.84	\$ 2,339.33	\$	4,007.73	\$	553.19	\$	348.05	\$	9,115.98	
2026	\$ 540.45	\$	1,204.66	\$	111.23	\$ 2,417.31	\$	3,949.25	\$	541.49	\$	355.01	\$	9,119.41	
2027	\$ 575.32	\$	1,177.64	\$	108.53	\$ 2,475.79	\$	3,888.82	\$	529.40	\$	362.11	\$	9,117.61	
2028	\$ 610.19	\$	1,148.88	\$	105.65	\$ 2,547.27	\$	3,814.54	\$	517.03	\$	369.35	\$	9,112.91	
2029	\$ 627.62	\$	1,118.37	\$	102.60	\$ 2,644.75	\$	3,738.12	\$	504.29	\$	376.74	\$	9,112.49	
2030	\$ 662.49	\$	1,084.63	\$	99.46	\$ 2,729.22	\$	3,658.78	\$	491.07	\$	384.27	\$	9,109.93	
2031	\$ 714.79	\$	1,049.02	\$	96.15	\$ 2,800.70	\$	3,576.91	\$	477.42	\$	391.96	\$	9,106.95	
2032	\$ 749.66	\$	1,010.60	\$	92.57	\$ 2,898.17	\$	3,492.88	\$	463.42	\$	399.80	\$	9,107.11	
2033	\$ 784.53	\$	970.31	\$	88.83	\$ 3,015.14	\$	3,395.07	\$	448.92	\$	407.79	\$	9,110.59	
2034	\$ 836.83	\$	928.14	\$	84.90	\$ 3,112.61	\$	3,293.31	\$	433.85	\$	415.95	\$	9,105.59	
2035	\$ 871.70	\$	883.16	\$	80.72	\$ 3,236.08	\$	3,188.26	\$	418.29	\$	424.27	\$	9,102.47	
2036	\$ 924.00	\$	836.31	\$	76.36	\$ 3,353.04	\$	3,079.04	\$	402.11	\$	432.75	\$	9,103.61	
2037	\$ 976.30	\$	786.64	\$	71.74	\$ 3,476.51	\$	2,965.88	\$	385.34	\$	441.41	\$	9,103.82	
2038	\$ 1,028.60	\$	734.17	\$	66.86	\$ 3,599.97	\$	2,848.54	\$	367.96	\$	450.24	\$	9,096.34	
2039	\$ 1,080.90	\$	678.88	\$	61.72	\$ 3,742.93	\$	2,727.05	\$	349.96	\$	459.24	\$	9,100.68	
2040	\$ 1,150.64	\$	619.43	\$	56.31	\$ 3,866.40	\$	2,600.72	\$	331.24	\$	468.43	\$	9,093.17	
2041	\$ 1,220.38	\$	556.14	\$	50.56	\$ 4,009.36	\$	2,470.23	\$	311.91	\$	477.80	\$	9,096.37	
2042	\$ 1,290.11	\$	489.02	\$	44.46	\$ 4,152.32	\$	2,334.91	\$	291.86	\$	487.35	\$	9,090.04	
2043	\$ 1,359.85	\$	418.07	\$	38.01	\$ 4,340.76	\$	2,168.82	\$	271.10	\$	497.10	\$	9,093.71	
2044	\$ 1,429.58	\$	343.27	\$	31.21	\$ 4,535.71	\$	1,995.19	\$	249.40	\$	507.04	\$	9,091.40	
2045	\$ 1,516.75	\$	264.65	\$	24.06	\$ 4,724.15	\$	1,813.76	\$	226.72	\$	517.18	\$	9,087.28	
2046	\$ 1,603.92	\$	181.23	\$	16.48	\$ 4,925.60	\$	1,624.80	\$	203.10	\$	527.53	\$	9,082.64	
2047	\$ 1,691.09	\$	93.01	\$	8.46	\$ 5,146.53	\$	1,427.77	\$	178.47	\$	538.08	\$	9,083.41	
2048	\$ -	\$	-	\$	-	\$ 7,160.96	\$	1,221.91	\$	152.74	\$	433.54	\$	8,969.15	
2049	\$ -	\$	-	\$	-	\$ 7,466.37	\$	935.47	\$	116.93	\$	442.21	\$	8,960.99	
2050	\$ -	\$	-	\$	-	\$ 7,791.28	\$	636.82	\$	79.60	\$	451.06	\$	8,958.76	
2051	\$ -	\$	=	\$	-	\$ 8,129.18	\$	325.17	\$	40.65	\$	460.08	\$	8,955.08	
Total	\$ 23,727.60	\$	20,338.66	\$	1,865.61	\$ 115,147.18	\$	79,365.16	\$	10,477.81	\$	12,502.11	\$	263,424.13	

Notes:

City Council Meeting

June 28, 2022

Justin City Hall, 415 North College Street

City Council Cover Sheet

Agenda Item: #8 (Consent)
Title: Consider and take appropriate action approving City Council meeting minutes dated June 14, 2022
Department: Administration
Contact: City Secretary, Brittany Andrews
Recommendation: Motion to approve consent items as presented.
Background:
City Attorney Review: N/A

Attachments:

1. June 14, 2022 draft minutes



Jim Tate, Councilmember Chrissa Hartle, Councilmember

Mayor, Elizabeth Woodall

MINUTES

State of Texas **County of Denton City of Justin**

Justin City Council Regular Session Meeting- June 14, 2022

The Justin City Council Meeting convened into a Regular Session being open to the public the 14th day of June, 2022 at 6:00 pm in the Council Chambers of Justin Municipal Complex, and notice of said meeting giving the time, place, date and subject there of having been posted as prescribed by Article 5 of the Texas Government Code, with the following members present and in attendance to wit: Mayor, Elizabeth Woodall, Mayor Pro Tem, John Mounce, Councilmembers, James Clark, Tomas Mendoza, Jim Tate, and Chrissa Hartle. City Staff: City Manager, Chuck Ewings, , Public Works Director, Josh Little, City Secretary, Brittany Andrews, and City Attorney, Matthew Butler.

Convene into Session: Mayor Woodall called the meeting to order at 6:00PM Invocation led by: Councilman Mendoza

BUSINESS INTRODUCTION

Country Abbey

WORKSHOP SESSION

- 1. Discuss proposed agreement with the Trinity River Authority for provision of wastewater treatment service to the City of Justin.
- 2. Discuss Justin Town Square regulating framework.
- 3. Discuss regular session agenda items.

CONVENE INTO REGULAR SESSION- Immediately Following Workshop Session

Mayor Woodall called the regular meeting to order at 7:07PM

PUBLIC COMMENT

In order to expedite the flow of business and to provide all citizens the opportunity to speak, the mayor may impose a three-minute limitation on any person addressing the Council. The Texas Open Meetings Act prohibits the City Council from discussing issues, which the public have not been given a seventy-two (72) hour notice. Issues raised may be referred to City staff for research and/or placed on a future agenda.

No Citizen Comment

PUBLIC HEARING ITEMS

- 4. **PUBLIC HEARING:** Conduct a public hearing to consider a Specific Use Permit for a Temporary Batch Plant legally described as A0419A W.A. FERRIS, TR1, 27.25 ACRES, OLD DCAD TR 4 (Property ID 68212) and A0285A WM CABLE, TR 1(PT), 80.5650 ACRES (Property ID 68118) located south of FM 407.
 - a. Open public hearing at 7:17PM

Greg Scott, 136 Daisy Ln. Justin, TX 76247 - Realizing a batch plant is necessary, not opposing but cleanup and land restoration to the city's specifications is important. Too many times the plants are "semi" cleaned up and land "semi" restored. There needs to be oversight, so the city is not left with a mess to clean up. It should be in writing in SUP.

- b. Close public hearing at 7:17PM
- c. Consider and take appropriate action

Councilman Tate moved to approve as presented. Mayor Pro Tem, Mounce made an amendment to accept and approve with the same conditions approved with the timberbrook batch plant. Councilman Tate accepted the amendment.

Seconded by: Councilman Mendoza Aye votes: Councilmembers Mendoza, Mounce, Hartle, and Tate. Councilman Clark abstained. Approved 4-0

- PUBLIC HEARING: Conduct a public hearing to consider a Specific Use Permit for Twice the Ice (Kiosk use) legally described as A1127A ROBERTS, TR 10A(PT), 0.542 ACRES addressed as FM 407/ HWY 156 (Denton County Parcel # 158751) located south of FM 407.
 - a. Open public hearing at 7:48PM

Greg Scott, 136 Daisy Ln. Justin, TX 76247 - Based on observations in other cities, standards for upkeep or maintenance needs to be included in SUP. This will be located at the gateway to our city so over time it will come in disrepair. The people who will own this do not live here so their priorities will be elsewhere. Certain upkeep standards should be included with SUP so our gateway will always be beautiful and not become an eyesore. Needs to be in writing.

Lynn Wilson, 617 Ranchwood Dr. Justin, TX 76247- There is NO way this should be approved. These people should be sent packing. This an out of town business which has basically refused to do anything to accommodate the citizens represented by the City of Justin except agree to tear down that "Shade structure" (I could do that in 5 minutes with my truck, it's not going to cost them a dime, as it probably needs to go anyway to accommodate their kiosk. They are not a local business; they will compete with a locally owned business (right across the street) and take money out of our local economy. Its not even a business which is terribly needed in Justin. Why would we want to go out of our

way to bring them here accommodate their demands and encourage this? Their proposal to reduce congestion will not do any such thing. It will still cause congestion at 156 ad 5th Street as well as in their parking area. This is going to be a dangerous location for this business and will make the poorly engineered 5th street intersection even more dangerous. Finally, their "Maintenance Plan" is woefully inadequate. To have a facility like that on our main street where we are trying to encourage growth and development only mowing and doing site maintenance twice a month? I must mow weekly to avoid a violation from the HOA. In summary, nothing in the proposal is acceptable. I strongly encourage you to vote against this item. (These Comments may be entered into the public record).

Charlie Smither with Big Tex Ice spoke to the SUP and answered questions.

Tom Cronberger 806 12th St. Justin, TX 76247 – Parking plan is not the greatest, it does not change the size of the vehicle. There is a safety issue with a left turn outbound onto the highway. As for the maintenance to area, only mowing two times a month will not maintain an almost 1-acre lot. Who mows the remaining part of the lot that is not owned or maintained by Twice the Ice?

Carla Gastineau, 704 Ridgeview Dr. Justin, TX 76247 – the turn lane will not work and has see 18 wheelers take up two lanes, there is no way this will work.

Tracy Kirkpatrick, 517 12th St. Justin, TX 76247 – If approved, get a good plan and good idea of what you are approving in writing and footprint of what is going to be asphalt and not. It seems like we do this a lot where it said we will do this and we will do that and it never comes back this way. It just doesn't seem that cut and dry here.

- b. Close public hearing at 8:14PM
- c. Consider and take appropriate action

Councilman Mendoza moved to deny the request.

Seconded by: Councilman Tate

Aye votes: Councilmembers Mendoza and Tate Nay votes: Councilmembers Hartle and Clark

With a tie vote Mayor Woodall voted to accept the motion to deny the request.

Motion carries 3-2

- 6. **PUBLIC HEARING:** Conduct a public hearing to consider amending Chapter 52 of the Code of Ordinances relating to accessory structures and definitions.
 - a. Open public hearing at 8:31PM

Greg Scott, 136 Daisy Ln. Justin, TX 76247 - As I agree with the definitions, it is very important that all setbacks around all properties be enforced. The 2ft and 5ft setbacks have not been enforced in the past for whatever reasons and it effects everyone. As one property owner doesn't follow the rules, others don't. Becomes a big mess long term. All buildings need a permit.

On a separate note I would like to praise city staff for asking during permit applications if they have approval from their respective HOA. It really helps keep problems from becoming bigger issues.

- b. Close public hearing at 8:32PM
- c. Consider and take appropriate action

Item Tabled.

POSSIBLE ACTION ITEMS

7. Consider and take appropriate action approving Resolution 583-22 in support of FM 1171.

Councilmember Clark moved to approve Resolution 583-22.

Seconded by: Councilwoman Hartle Aye votes: Councilmembers Mounce, Mendoza, Hartle, Clark, and Tate Motion carries

8. Consider and take appropriate action amending the City Council social media policy.

Councilmember Clark moved to approve the amendment to the social media policy.

Seconded by: Mayor Pro Tem, Mounce Aye votes: Councilmembers Mounce, Mendoza, Hartle, Clark, and Tate Motion carries

9. Consider and take appropriate action on the appointment of a Comprehensive Plan Advisory Committee.

Councilmember Tate moved to approve the appointments to the Comprehensive Plan Advisory Committee as presented.

Seconded by: Councilman Clark Aye votes: Councilmembers Mounce, Mendoza, Hartle, Clark, and Tate Motion carries

CONSENT

Any Council Member may request an item on the Consent Agenda to be taken up for individual consideration

10. Consider and take appropriate action approving City Council meeting minutes dated May 16, 2022 and May 24, 2022.

Mayor Pro Tem, Mounce mvoed to approve consent items.

Seconded by: Councilwoman Hartle

Aye votes: Councilmembers Mounce, Mendoza, Hartle, Clark, and Tate

Motion carries

EXECUTIVE SESSION

Any item on this posted agenda could be discussed in Executive Session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and Section 551.087 of the Texas Government Code.

- Under Section 551.071, to conduct private consultation with the City Attorney regarding:
 - o Oliver Creek Ranch MUD
 - o Justin Crossing Development Agreement
 - o Range Road Development Agreement
 - o Range Property Development Agreement

Convene into executive session at **8:46PM**

Adjourn into open meeting at 9:28PM

11. Discuss, consider, and act on items discussed in Executive Session.

No Action

FUTURE AGENDA ITEMS

- Update on FM 407 alignment
- Discuss golf cart usage on city streets
- Council Dinner
- Review emergency plan

ADJOURN

With there being no further business, the meeting was adjourned at 9:31PM

Brittany Andrews

Brittany Andrews City So

Brittany Andrews, City Secretary

Seal: