

### James Clark, Mayor

CITY OF JUSTIN CITY COUNCIL AGENDA JULY 25, 2023 415 N. COLLEGE AVE. 5:30 P.M.

# CALL TO ORDER

# <u>EXECUTIVE SESSION – City Council will convene into regular session following the executive</u> 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:
  - City of Justin/Town of Northlake Interlocal Cooperative Agreement for Wastewater Improvements
  - Dannheim Complaint Against The City of Justin; PUCT Docket No. 53836
  - Petition of Town of Northlake and City of Justin ; PUCT Docket No. 54243
  - Oncor Transmission Line

Convene into executive session.

Adjourn into open meeting.

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

#### **REGULAR 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"

#### **UPCOMING MEETINGS AND EVENTS**

August 1– Parks and Recreation Advisory Board August 7– Municipal Court August 8– City Council August 15– Planning and Zoning Commission August 17– EDC/CDC August 22– City Council

#### 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.

#### **CONSENT AGENDA**

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

- 2. Consider and take appropriate action to approve City Council Orientation minutes from July 6-7, 2023 and City Council meeting minutes dated July 11, 2023.
- 3. Consider and take appropriate action regarding the appointment to and membership of the Planning and Zoning Commission.
- 4. Consider and take appropriate action to City Council for a Preliminary Plat for Justin Town Square legally described as Lots 1 7, Block 1, Lots 1-3, BLOCK 2, Lot A, Block 3, Lot 1, Block 4, Lots 1-3, Block 5, Lots 1-2, Block 6, and Lot 1, Block 7.

#### **ITEMS PULLED FROM CONSENT AGENDA**

#### **WORKSHOP**

- 5. Presentation and discussion over utility rate study with NewGen.
- 6. Discuss Oncor Ramhorn Hill transmission line.

#### **POSSIBLE ACTION ITEMS**

- 7. Consider and take appropriate action regarding Ordinance No. 757-23, an ordinance of the City Council of the City of Justin, Texas approving the 2023 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.
- 8. Consider and take any necessary action regarding a Resolution 617-23 approving the placement of consideration and adoption of the 2023 Tax Year Property Tax Rate on the City Council meeting agenda for September 12, 2023, for the City of Justin, Texas for the Fiscal

Year beginning October 1, 2023 and ending September 30, 2024; calling a public hearing on the proposed property tax rate to be held on September 12, 2023 at 6 pm; requiring publication of the notice of the 2023 tax year proposed property tax rate in a newspaper of general circulation in the City; posting the notice on the City's website; and providing an effective date.

- 9. Consider and take appropriate action calling a public hearing on the proposed Fiscal Year 2023-2024 Budget for September 12, 2023, at 6pm at Justin City Hall.
- 10. Public Hearing and Ordinance 758-23 on first reading to consider an amendment to the existing Planned-Development (GB-PD 724) to allow wall signage for Justin Self-Storage legally described as A0207A F.B. BORDEN, TR 8G(PT), 2.725 ACRES addressed as 103 HARDEMAN BLVD.
- 11. Consider and take appropriate action upon a replat to subdivide one lot into two lots legally described as Lots 7R-1 and Lots 7R-2, Fitch Second Addition.
- 12. Consider and take appropriate action for a Replat for Justin Town Square legally described as Lots 1 7, Block 1, Lots 1-3, BLOCK 2, Lot A, Block 3, Lot 1, Block 4, Lots 1-3, Block 5, Lots 1-2, Block 6, and Lot 1, Block 7.
- 13. Consider and take appropriate action to approve a site plan with variance requests to Chapter 52 related to landscaping generally located northeast from the intersection of Timberbrook Parkway and FM 407.
- 14. Discuss, consider, and act on a Bond Committee.

#### **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 20<sup>th</sup> day of July, 2023 by 5:00 p.m., at least 72 hours preceding the scheduled meeting time.

#### Brittany Andrews

Brittany Andrews, City Secretary

#### July 25, 2023

# Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: 2 (Consent)

Title: Consider approving City Council minutes dated July 6-7, 2023, and July 11, 2023.

Department: Administration

Contact: City Secretary, Brittany Andrews

Recommendation:

Background:

City Attorney Review:

Attachments:

- 1. Draft July 6-7<sup>th</sup> minutes
- Draft July 11<sup>th</sup> minutes



# Mayor, James Clark

MINUTES

State of Texas County of Denton City of Justin

#### Justin City Council Orientation- July 6, 2023

The Justin City Council convened into City Council Orientation being open to the public the 6<sup>th</sup> day of July 2023 at 9:00 am at 381 W. Byron Nelson Blvd. Roanoke, TX 76262, 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, James Clark, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, Chrissa Hartle, Dylan James, and Ricky Jones. City Staff: City Manager, Jarrod Greenwood, Assistant City Manager, Abbey Reece, City Secretary, Brittany Andrews and City Attorney, Matthew Boyle.

Convene into Session: Mayor Clark called the meeting to order at 9:10AM

### CALL TO ORDER

#### **CITY COUNCIL ORIENTATION**

#### **ADJOURN**

With there being no further business, the Council Orientation was adjourned at 3:42PM

<u>Brittany Andrews</u> Brittany Andrews, City Secretary

Seal:



# Mayor, James Clark

MINUTES

State of Texas County of Denton City of Justin

#### Justin City Council Orientation- July 7, 2023

The Justin City Council convened into City Council Orientation being open to the public the 7<sup>th</sup> day of July 2023 at 9:00 am at 381 W. Byron Nelson Blvd. Roanoke, TX 76262, 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, James Clark, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, Chrissa Hartle, Dylan James, and Ricky Jones. City Staff: City Manager, Jarrod Greenwood, Assistant City Manager, Abbey Reece, City Secretary, Brittany Andrews and City Attorney, Matthew Boyle.

# CALL TO ORDER

Convene into Session: Mayor Clark called the meeting to order at 9:15AM

# POSSIBLE ACTION

1. Consider and take appropriate action to approve Resolution 614-23 establishing the Council appointment process and policy.

Mayor Pro Tem, Mounce moved to approve Resolution 614-23 with the amendments identified.

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

# **CITY COUNCIL ORIENTATION**

#### **ADJOURN**

With there being no further business, the Council Orientation was adjourned at 3:48PM

#### <u>Bríttany Andrews</u>



# Mayor, James Clark

MINUTES

State of Texas County of Denton City of Justin

#### Justin City Council Regular Session Meeting- July 11, 2023

The Justin City Council Meeting convened into a Regular Session being open to the public the 11<sup>th</sup> day of July 2023 at 5:30 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, James Clark, Mayor Pro Tem, John Mounce, Councilmembers, Tomas Mendoza, Chrissa Hartle, Dylan James, and Ricky Jones. City Staff: City Manager, Jarrod Greenwood, Assistant City Manager, Abbey Reece, City Secretary, Brittany Andrews Public Works Director, Josh Little, Director of Development Services, Matt Cyr, Director of Finance, Josh Armstrong, Human Resources Generalist, Janet Holden, Library Director/Court Administrator Lesa Keith, Utility Billing Director, Haley Benefield and City Attorney, Sarah Walsh.

Convene into Session: Mayor Clark called the meeting to order at 5:30PM Invocation led by: Councilman Jones

#### UPCOMING MEETINGS AND EVENTS

July 13 – Town Hall July 18 – Planning & Zoning Commission meeting July 20 – EDC/CDC meeting July 21 – Blood Drive at City Hall July 25 – City Council meeting

#### 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.

Shelby St. Claire, 1037 Summit Dr. - comment on record

Tracy Kirkpatrick, address on file - comment on record

### CONSENT AGENDA

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

- 1. Consider and take appropriate action to approve City Council minutes dated June 13, 2023, and June 27, 2023.
- 2. Consider and take appropriate action to approve Resolution 606-23 amending the City of Justin fee schedule.
- 3. *(second reading)* Consider and take appropriate action approving Ordinance 754-23 regarding FM 407 speed limits within the City of Justin.
- 4. *(second reading)* Consider and take appropriate action regarding Ordinance 755-23 amending Chapter 10 related to fence regulations.
- 5. Consider and act upon a Final Plat for Timberbrook Ph. 6 legally described as LOTS 1-14, 15X, 16X, 17X, BLOCK 37; LOTS 1-12, BLOCK 38.
- 6. Consider and take appropriate action approving Resolution 615-23 with Exhibit "A" a joint resolution of the City of Justin City Council, City of New Fairview City Council, City of Rhome City to address the Ramhorn Hill-Dunham 345 KV Transmission Line project proposed by Oncor Electric Delivery through our communities.

Mayor Pro Tem, Mounce moved to approve consent items as presented.

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

\*\*Oncor Representative, Jarron Taylor spoke and answered questions related to item 6, regarding the Oncor Ramhorn Hill-Dunham transmission line.

Council convened into break at 6:15PM Council reconvened into budget workshop at 6:29PM

#### **ITEMS PULLED FROM CONSENT AGENDA**

#### **BUDGET WORKSHOP**

Discussions from budget workshop are on record.

Council convened into break at 7:19PM Council reconvened to continue budget workshop at 7:32PM

#### **ADJOURN**

<u>Brittany Andrews</u> Brittany Andrews, City Secretary

Seal:

#### July 25, 2023

#### Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: 3 (Consent)

Title: Consider and take appropriate action regarding the appointment to and membership of the Planning and Zoning Commission.

Department: Development

Contact: Director of Development, Matt Cyr

Recommendation:

Consider Scott Hill for Place 2 on the Planning and Zoning Commission

#### P&Z Recommendation:

The Commission unanimously recommended approval of Scott Hill to Place 2 on July 18, 2023.

#### Background:

Approximately a month ago Lisa Leary resigned from Place 2. Scott Hill currently serves as an alternate Commissioner (Place 8). He has submitted an application for Place 2.

Place 1: Vicente Barrientos, Member Place 2: Vacant Place 3: Gary Davis, Member Place 4: John Tinsley, Member Place 5: Tory Turner, Member Place 6: David Beck, Chair Place 7: Thomas Cronberger, Member Place 8: Scott Hill, Alternate

#### Attachments:

1. Scott Hill application

# Board, Commission & Committee Application

First Name	Denver
Last Name	Hill
Address	1227 Brookview Drive
City	Justin
State	ТХ
Zip Code	76247
Mailing Address (If different)	1227 Brookview Drive
City	Justin
State	ТХ
Zip Code	76247
Phone Number	8176023466
Email Address	dscotthill4920@gmail.com
Are you over the age of 18?	Yes
Are you a registered voter in Justin?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	Commercial Airline Pilot / American Airlines
Education, Licenses, or Certifications	AAS - Aviation Support BA- History Airline Transport Pilot License with 12 type ratings.

Are you a current or past member of a Council-appointed Board, Commission, or Corporation?	Yes
If yes, please specify	I participated in the 2021 Home Rules Charter Committee. I am currently serving as the alternate commissioner for the Planning and Zoning Commission. I am very interested in filling the P&Z Commission's open Place 2 position.
On which Board, Commission, or Committee are you interested in serving? (First Choice)	Planning and Zoning Commission
If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.	Field not completed.
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?	I have several years of leadership experience in the aviation industry. I also have volunteered and served in the past with the City of Justin.
List any additional information which you believe would be of value for the City Council to know about you.	My family and I have lived in Justin for 12 years and currently reside in the new Timberbrook development. My wife and I plan on spending several more years in this wonderful community before my retirement.
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	No

or any obligation to any person or entity which might constitute a conflict of interest?	
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.	Denver Hill
Date of Submission	6/21/2023

Email not displaying correctly? View it in your browser.

#### July 25, 2023

#### Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: 4 (Consent)

Title: Consider and take appropriate action to City Council for a Preliminary Plat for Justin Town Square legally described as Lots 1 - 7, Block 1, Lots 1-3, BLOCK 2, Lot A, Block 3, Lot 1, Block 4, Lots 1-3, Block 5, Lots 1-2, Block 6, and Lot 1, Block 7

Department: Development

Contact: Director of Development, Matt Cyr

Recommendation:

Staff has reviewed the application and recommends approval as presented based on the plat meeting all of the requisite regulations.

PZ Recommendation:

The Commission unanimously recommended approval on July 18, 2023.

Background:

The Applicant is requesting a preliminary plat for the north side. The purpose is to rename the streets on the south side, adding additional utility easements for gas, and to plat the northern portion of the property.

City Attorney Review:

Attachments:

- 1. Preliminary Plat
- 2. Supporting Documentation



#### PLANNING & ZONING COMMISSION MEETING Staff Report July 18, 2023

#### STAFF CONTACT: Matt Cyr, Director of Planning and Development Services

PROJECT: Consider and act upon a recommendation to City Council for a Preliminary Plat for Justin Town Square legally described as Lots 1 - 7, Block 1, Lots 1-3, BLOCK 2, Lot A, Block 3, Lot 1, Block 4, Lots 1-3, Block 5, Lots 1-2, Block 6, and Lot 1, Block 7

APPLICANT:	Daniel Franklin-Baird, Hampton & Brown
------------	--

**EXECUTIVE SUMMARY:** The Applicant is requesting a preliminary plat for the purpose of renaming the streets on the south side, adding additional utility easements for gas, and to plat the northern portion of the property.

#### **ACTION CONSIDERED:**

1) Make a recommendation to City Council to approve, approve with conditions, table with

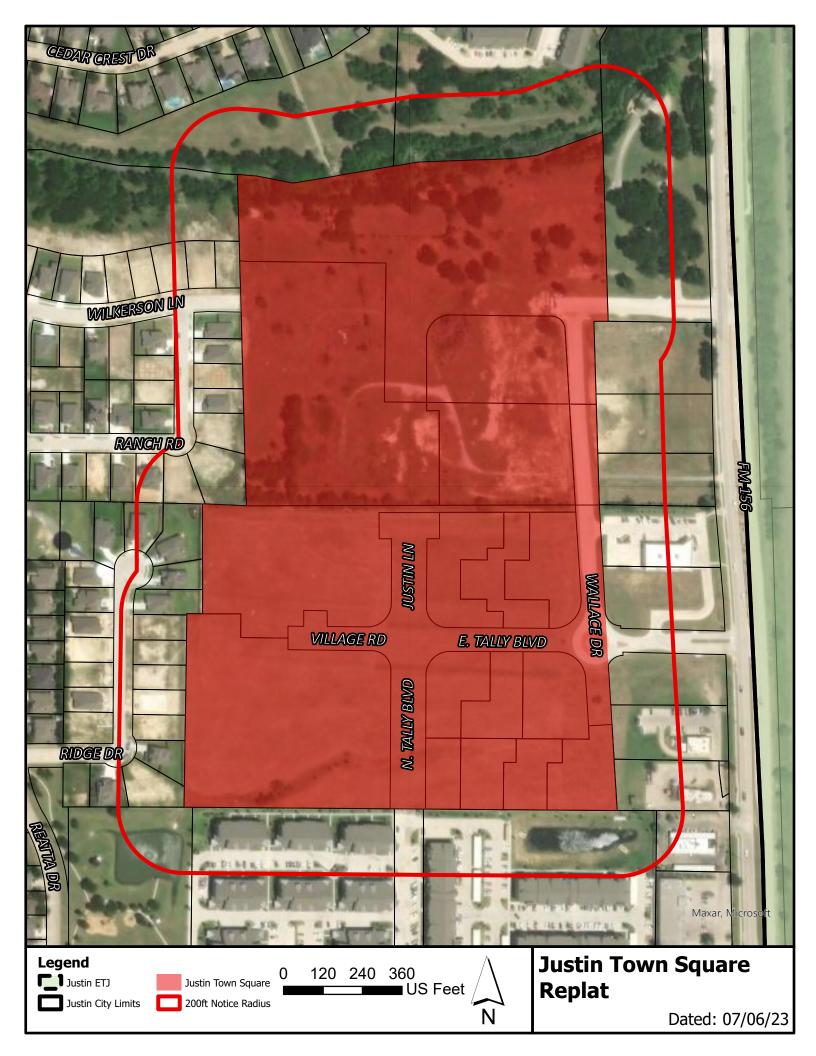
clarification and intent or deny.

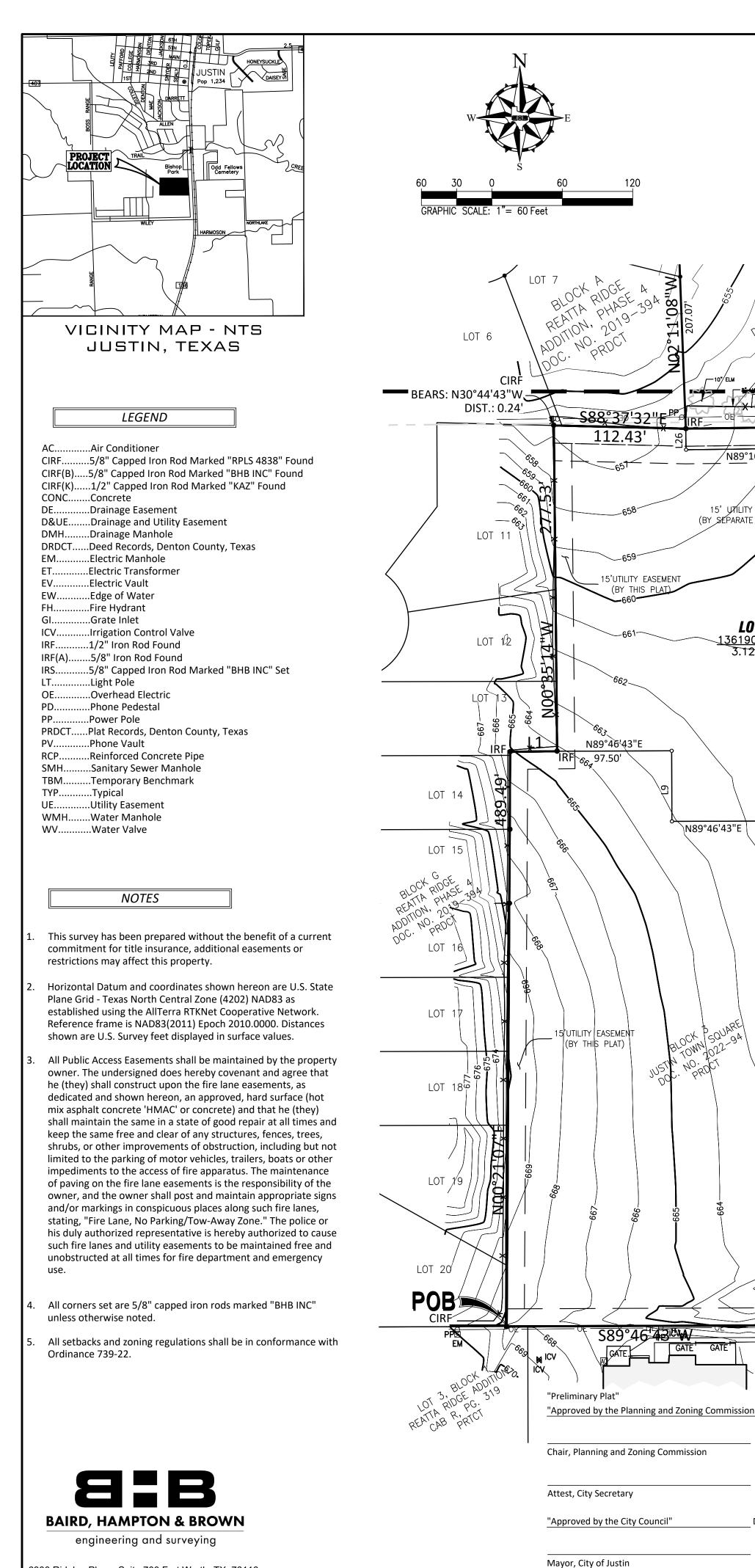
#### **STAFF RECOMMENDATION:**

Staff has reviewed the application and recommends approval as presented based on the preliminary plat meeting all of the requisite regulations.

#### **ATTACHMENTS:**

- (A) Map
- (B) Supporting Documentation





6300 Ridglea Place, Suite 700 Fort Worth, TX 76116 rlee@bhbinc.com • 817.338.1277 • bhbinc.com TBPELS Firm #44, #10011300, #1001302, #10194146

Drawing: E:\Survey22\718 Wilkerson-Justin Town Center\Dwg\PRELIMINARY PLAT.dwg

Attest, City Secretary

/N89°16'59"E

15' UTILITY EASEMENT

LOT 1

N89°46'43"E

<u>36190 Sq.Ft.</u>

3.126 Ac

120.47'

LOTA

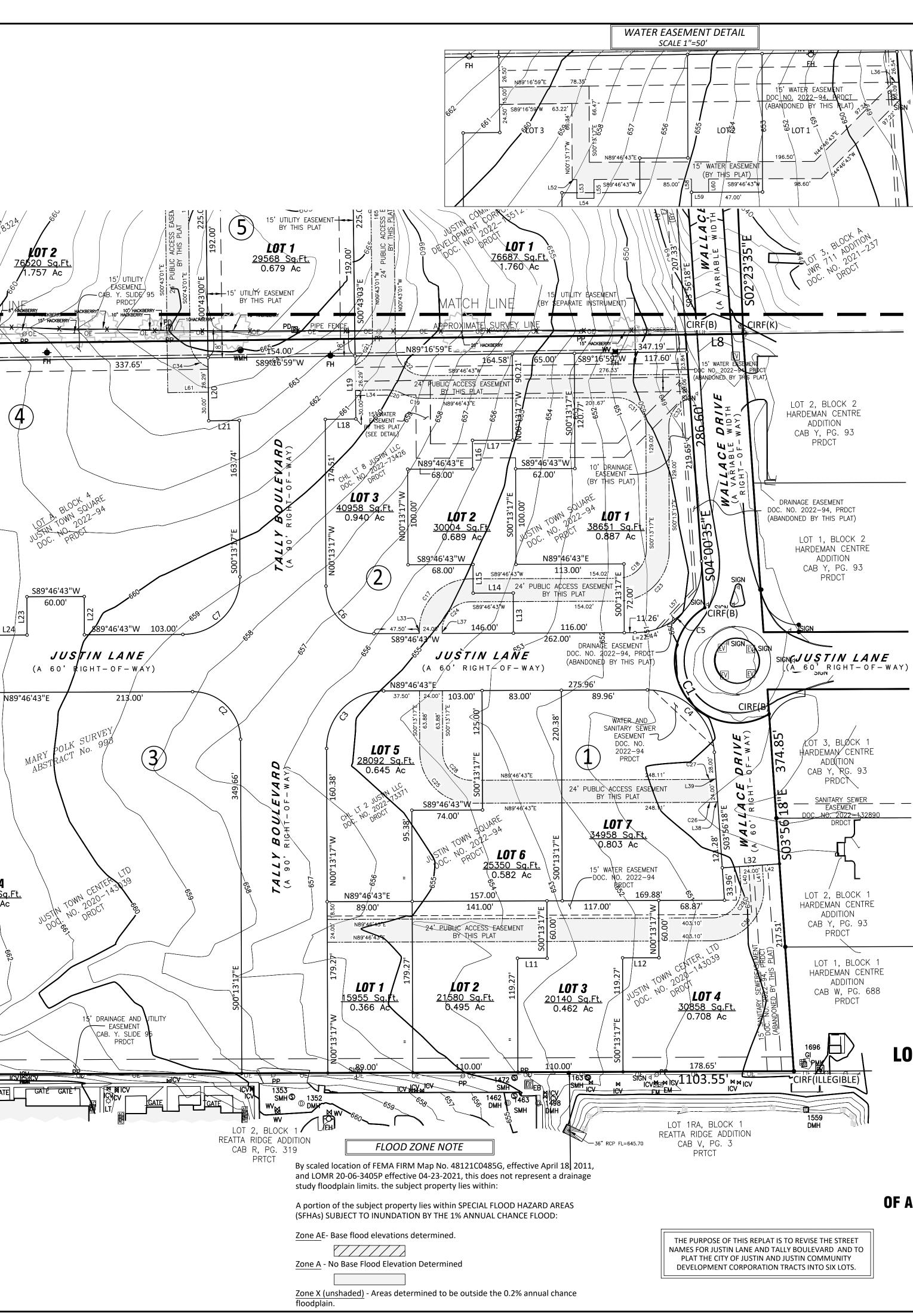
224890 Sq.Ft. 5.163 Ac

525.90

(BY SEPARATE INSTRUMENT

(4

L24)



L2	S85°54'28"E	46.16		L24	S89°46'43"W	4	0.00		L46
L3	N80°02'48"E	73.10		L25	S0°13'17"E	3	0.00		L47
L4	N79°24'56"E	64.20		L26	S0°43'01"E	1	.8.00		L48
L5	N79°53'14"E	64.25		L27	N0°43'01"W	3	3.00		L49
L6	N81°50'52"E	66.77		L28	S89°16'59"W	3	2.00		L5C
L7	S89°56'47"W	36.24		L29	S89°16'59"W	3	2.00		L51
L8	S89°16'59"W	60.38		L30	S0°43'01"E		3.00		L52
L9	N0°13'17"W	60.14		L31	N89°02'43"E		0.80		L53
	S0°13'17"E					-			
L10		30.00		L32	N86°03'42"E		50.00		L54
L11	S89°46'43"W	31.00		L33	S0°13'17"E		3.00		L55
L12	S89°46'43"W	38.00		L34	N89°16'59"E		3.37		L56
L13	N0°13'17"W	42.00		L35	S89°16'59"W	4	2.50		L57
L14	S89°46'43"W	42.00		L36	N89°16'59"E		5.09		L58
L15	N0°13'17"W	30.00		L37	S0°13'17"E		3.00		L59
L16	N0°13'17"W	30.00		L38	N86°03'42"E	(	6.74		L6C
L17	N89°46'43"E	42.00		L39	N86°03'42"E	(	6.74		L61
L18	N89°16'59"E	32.00		L40	N3°56'18"W	2	1.66		L62
L19	N0°43'01"W	66.00		L41	N3°56'18"W	2	1.66		
L20	S0°43'01"E	66.00		L42	N86°03'54"E	1	.8.00		
L21	N89°16'59"E	32.00		L43	N3°56'18"W	1	.5.98		
L22	N0°13'17"W	40.00		L44	N3°56'18"W		.5.00		
	NO 13 17 W	40.00	J		113 50 10 10		.5.00		
			Cu	rve Table	2				
Curve #	Delta	Radius	A	rc Length	Chord Bearin	ng	Chord	Le	ngth
C1	180°21'40"	65.00'	2	04.61'	S31°14'50"E		130.0	0'	
C2	90°00'00"	50.00'	7	8.54'	S45°13'17"E		70.71	,	
C3	90°00'00"	60.00'	9	4.25'	N44°46'43"E		84.85	,	
C4	86°16'59"	70.00'		05.41'	S47°04'48"E		95.73		
C5	93°47'17"	70.00'		.14.58' S42°53'04"W		,	102.2		
						N45°13'17"W			
C6	90°00'00"	50.00'		8.54'			70.71		
C7	90°00'00"	60.00'		4.25'	S44°46'43"W		84.85		
C8	90°50'47"	60.00'	95.13'		N44°42'22"E		85.48	'	
C9	89°09'13"	50.00'	7	7.80'	S45°17'38"E		70.19		
C10	1°05'02"	370.00'	7	.00'	S89°35'14"W	/	7.00'		
C11	44°52'26"	60.00'	46.99'		N67°26'01"V	V	45.80	'	
C12	89°52'26"	67.00'	105.10'		N89°56'01"V	V	94.65	•	
C13	34°16'40"	48.00'	2	8.72'	S62°16'06"W	/	28.29	ı	
C14	10°43'20"	238.00'	4	4.54'	S84°46'06"W	/	44.47		
C15	1°05'01"	430.00'	8	.13'	N89°35'15"E		8.13'		
C16	87°00'55"	35.00'	5	3.15'	S47°26'49"E		48.19		
C17	89°48'24"	54.09'		4.78'	S44°46'43"W		76.37		
C17	45°23'56"	30.00'		3.77'	S22°28'41"W		23.15		
						'			
C19	26°33'59"	54.00'		5.04'	S76°56'18"E		24.81		
C20	27°03'43"	32.00'		5.11'	S77°11'10"E		14.97		
C21	67°27'35"	30.00'	3	5.32'	N33°00'46"E		33.32		
C22	89°30'16"	30.00'	46.86'		N45°28'09"V	V	42.24	•	
C23	45°23'56"	54.00'	42.79'		S22°28'41"W	/	41.68	'	
C24	90°00'00"	30.00'	47.12'		S44°46'43"W	1	42.43	'	
C25	90°00'00"	54.00'	84.82'		S45°13'17"E		76.37		
C26	3°43'01"	44.00'	2.85'		N87°55'12"E		2.85'		
C27	3°43'01"	20.00'	1	.30'	N87°55'12"E		1.30'		
C28	90°00'00"	30.00'	4	7.12'	S45°13'17"E		42.43		
C29	93°43'01"	30.00'		9.07'	N42°55'12"E		43.78		
C30	93°43'01"	54.00'		8.33'	N42°55'12"E		78.80		
C31	90°00'00"	30.00'		7.12'	S45°13'17"E		42.43		
C32	75°09'10"	30.00'	3	9.35'	\$37°21'18"W		36.59		
C33	67°27'35"	30.00'	3	5.32'	N34°26'49"V	V	33.32		
C34	67°27'35"	30.00'	3	5.32'	S34°26'49"E		33.32	'	
C35	67°27'35"	30.00'	3	5.32'	S33°00'46"W	/	33.32		
						_		-	

Line Table

Line # Direction Length

Line Table

Line # Direction Length

L1 N89°17'58"E 40.03 L23 S0°13'17"E 40.00

Line Table

Direction Length

S85°45'15"W 18.21

N4°14'45"W 15.00

N85°45'15"E 18.30

N3°56'18"W 14.05

S33°56'18"E 5.00

N33°56'18"W 51.74

N89°02'59"E 18.09

S89°46'43"W 4.00

N0°13'17"W 16.50

S89°46'43"W 15.00

S0°13'17"E 16.50

N86°03'42"E 7.50

S42°55'12"W 57.56

N0°13'17"W 11.50

S89°46'43"W 15.00

S0°13'17"E 11.50

N89°16'59"E 42.50

S89°16'59"W 42.50

Line #

L45

**PRELIMINARY PLAT** LOTS 1 - 7, BLOCK 1, LOTS 1-3, BLOCK 2, LOT A, BLOCK 3, LOT 1, BLOCK 4, LOTS 1-3, BLOCK 5, LOTS 1-2, BLOCK 6, AND LOT 1, BLOCK 7 JUSTIN TOWN SQUARE **36.251 ACRES BEING A REPLAT OF JUSTIN TOWN SQUARE** AS RECORDED IN DOC. NO. 2022-94, PRDCT AND BEING ALL OF A TRACT OF LAND AS RECORDED IN DOC. NO. 2019-78324, DRDCT MARY POLK SURVEY, ABSTRACT NO. 993, **MEP&P RR CO SURVEY, ABSTRACT NO. 207** CITY OF JUSTIN, DENTON COUNTY, TEXAS

**JUNE 2023** 

SHEET 1 OF 2

#### STATE OF TEXAS COUNTY OF DENTON §

WHEREAS, JUSTIN TOWN CENTER, LTD, CHL LT 2 JUSTIN LLC, CHL LT 8 JUSTIN LLC, JUSTIN COMMUNITY CORPORATION and THE CITY OF JUSTIN are the owner of a tract of land situated within the Mary Polk Survey, Abstract No. 993, and the MEP&P RR CO Survey, Abstract No. 207, City of Justin, Denton County, Texas, same being all of Justin Town Square, an addition to the City of Justin, Denton County, Texas, as shown on the plat recorded in Document Number 2022-94, Plat Records, Denton County, Texas, (PRDCT), and being all of a remainder tract of land as described by deed to the City of Justin as recorded in Document Number 2019-78324, Deed Records, Denton County, Texas (DRDCT), and also being all of a tract of land as described by deed to Justin Community Development Corporation as recorded in Document Number 2022-135121, DRDCT, and being more particularly described by metes & bounds as follows: (Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values)

BEGINNING at a 5/8-inch capped iron rod marked "RPLS 4838" found (CIRF) for the southwest corner of Lot A, Block 3, of said Justin Town Square, same being the southeast corner of Lot 20, Block G, Reatta Ridge Addition, Phase 4, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Document Number 2019-394, PRDCT, and being in the north line of Lot 3, Block 1, Reatta Ridge Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet R, Page 319, PRTCT;

THENCE with the common line between the said Justin Town Square and said Reatta Ridge Addition, Phase 4 the following courses and distances:

North 00°21'07" East, a distance of 489.49 feet to a 1/2-inch iron rod found (IRF) for an ell corner in the said Justin Town Square, same being a re-entrant corner in Lot 13, Block G of said Reatta Ridge Addition, Phase 4;

North 89°17'58" East, a distance of 40.03 feet to an IRF for the southwest corner of Lot A, Block 4 of said Justin Town Square, same being an ell corner in said Lot 13;

North 00°35'14" West, a distance of 277.53 feet to a point for the northwest corner of said Lot A, Block 4, same being the northeast corner of Lot 11, Block G of the aforesaid Reatta Ridge Addition, Phase 4 from which a CIRF bears North 30°44'43" West, a distance of 0.24 feet;

South 88°37'32" East, a distance of 112.43 feet to a IRF for the southeast corner of Lot 7, Block A of said Reatta Ridge Addition, Phase 4, same being the southwest corner of the aforementioned City of Justin tract;

THENCE North 02°11'08" West, with the common line between said Justin Town Square and said Reatta Ridge Addition, Phase 4, a distance of 840.36 feet to a point in Trail Creek for the northwest corner of the said City of Justin Tract, same being the northeast corner of said Reatta Ridge Addition, Phase 4, and being in the south line of Lot 18R, Block 10, Buddy Hardeman Addition, Phase III, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet V, Slide 203, PRDCT;

THENCE with the common line between the said City of Justin tract and said Lot 18R, and with Trail Creek the following courses and distances:

South 85°54'28" East, a distance of 46.16 feet to a point;

South 79°42'47" East, a distance of 94.41 feet to a point;

North 80°02'48" East, a distance of 73.10 feet to a point;

North 79°24'56" East, a distance of 64.20 feet to a point;

North 79°53'14" East, a distance of 123.57 feet to a point for the southeast corner of said Lot 18R, same being the southwest corner of Lot 1, Block 1, Bishop Gardens, an addition to the City of Justin, Denton County, Texas as shown in Document Number 2015-236, PRDCT;

THENCE with the common line between the said City of Justin tract and said Bishop Gardens, and continuing with Trail Creek the following courses and distances:

North 79°53'14" East, a distance of 64.25 feet to a point;

North 87°21'02" East, a distance of 236.77 feet to a point;

North 81°50'52" East, a distance of 66.77 feet to a point;

North 69°44'30" East, a distance of 176.72 feet to a point for the northeast corner of the said City of Justin tract, same being the southeast corner of said Bishop Gardens, and being in the west line of a tract of land known as Bishop Park (no records found);

THENCE South 02°19'43" East, with the common line between the said City of Justin tract and said Bishop Park, a distance of 480.40 feet to a 1/2-inch capped iron rod marked "KAZ" found (CIRF(K)) for an ell corner in the said City of Justin tract, same being in the north line of Lot 1, Block A, JWR 711 Addition as recorded in Document Number 2021-237, PRDCT;

THENCE South 89°56'47" West, with the common line between the said City of Justin Tract and said JWR 711 Addition, a distance of 36.24 feet to a CIRF(K) for the northwest corner of said JWR 711 Addition;

**THENCE** South 02°23'35" East, continuing with the said common line, a distance of 467.74 feet to a CIRF(K) for the southeast corner of said JWR 711 Addition, same being the northwest corner of Lot 2, Block 2, Hardeman Centre Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet Y, Page 93, PRDCT, and being the northeast corner of Wallace Drive (a 60' right-of-way);

THENCE South 89°16'59" West, with the common line between the said City of Justin tract and the north right-of-way line of said Wallace Drive, a distance of 60.38 feet to a 5/8-inch capped iron rod marked "BHB INC" found (CIRF(B)) for the northeast corner of the aforementioned Justin Town Square, same being the southeast corner of the aforementioned Justin Community Development Corporation tract, and being the northwest corner of Wallace Drive;

**THENCE** with the common line between said Justin Town Square and said Wallace Drive the following courses and distances:

South 04°00'35" East, a distance of 286.60 feet to an IRS;

along a non-tangent curve to the left having a central angle of 180°21'40", a radius of 65.00 feet, an arc length of 204.61 feet, and a chord which bears South 31°14'50" East, a distance of 130.00 feet to an IRS;

South 03°56'18" East, passing at a distance of 7.64 a point for the most westerly northwest corner of Lot 3, Block 1, Hardeman Centre Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet Y, Page 93, PRDCT, and now continuing with the common line between said Justin Town Square, and said Hardeman Center Addition as recorded in Cabinet Y, Page 93, PRDCT, passing at a distance of 244.59 feet, an IRF for the southwest corner of said Hardeman Center Addition as recorded in Cabinet Y, Page 93, PRDCT, same being the northwest corner of Lot 1, Block 1, Hardeman Centre Addition, an addition to the City of Justin, Denton County, Texas, as shown on the plat recorded in Cabinet W, Page 688, PRDCT, and now continuing with the common line between said Justin Town Square, and said Lot 1, Block 1, Hardeman Centre Addition in all for a total distance of 374.85 feet to an IRF for the southwest corner of said Lot 1, Block 1, Hardeman Centre Addition, same being the southeast corner of said Justin Town Square, and being in the north line of Lot 1RA, Block 1, Reatta Ridge Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet V, Page 3, PRTCT;

THENCE South 89°46'43" West, with the common line between said Justin Town Square and said Lot 1RA, passing at a distance of 234.88 feet a point for the northwest corner of said Lot 1RA, same being the northeast corner of Lot 2, Block 1, of the aforementioned Reatta Ridge Addition as recorded in Cabinet R, Slide 319, PRTCT and now continuing with the common line between said Justin Town Square and said Reatta Ridge Addition as recorded in Cabinet R, Page 319, PRTCT in all for a total distance of 1103.55 feet to the POINT OF BEGINNING, containing 1,579,092 square feet or 36.251 acres more or less; NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS §

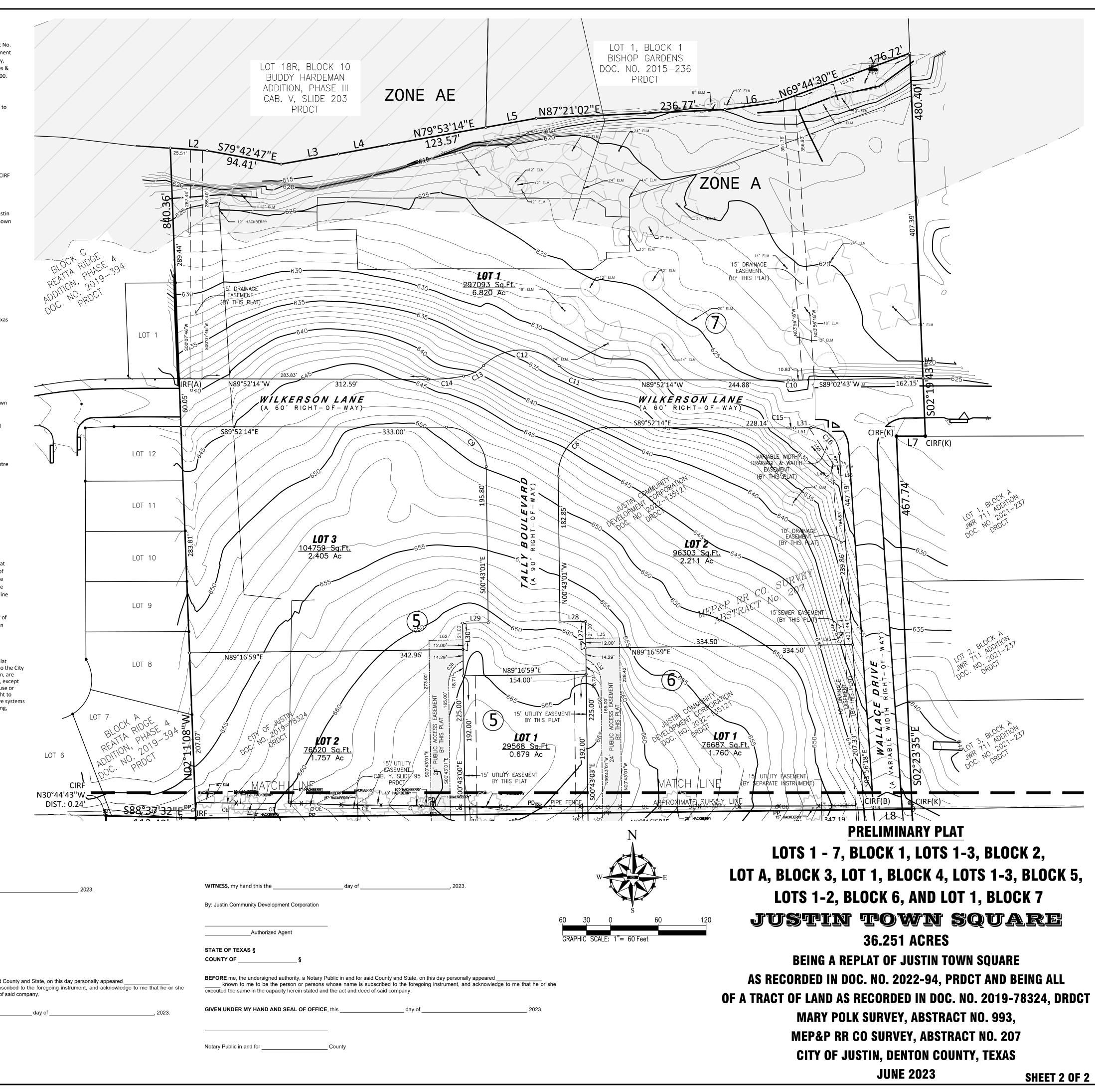
THAT Justin Town Center, LTD, CHL LT 2 Justin Limited Liability Company, CHL Lot 8 Justin Limited Liability Company, and The City of Justin acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as LOTS 1-7, BLOCK 1, LOTS 1-3, BLOCK 2, LOT A, BLOCK 3 AND LOT 1, BLOCK 4, LOTS 1-3, BLOCK 5, LOTS 1-2, BLOCK 6, LOT 1, BLOCK 7, JUSTIN TOWN SQUARE, an addition to the City of Justin, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City of Justin. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Justin's use thereof. The City of Justin and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Justin and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Justin, Texas.

WITNESS, my hand this the	dav of	. 2023.
	,	

By: Justin Town Center, LTD, CHL LT 2 Justin Limited Liability Company, and CHL LT 8 Justin Limitied Liability Company

Jim Lancaster, Authorized Agent				
STATE OF TEXAS §				
COUNTY OF§				
BEFORE me, the undersigned authority, a Notary Public in and for said	County and State, on this day personally	appeared Jim Lancaster known		
to me to be the person or persons whose name is subscribed to the for	egoing instrument, and acknowledge to m	e that he or she executed the same in th	ne	
capacity herein stated and the act and deed of said company.				
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this	day of	, 2023.	WITNESS, my hand this the	day of
			By: City of Justin	
Notary Public in and for County				
			Authorized Agent	
			STATE OF TEXAS §	
			COUNTY OF§	
<b>B</b> : <b>B</b>			<b>BEFORE</b> me, the undersigned authority, a Not known to me to be the person or pers executed the same in the capacity herein state	sons whose name is sub
BAIRD, HAMPTON & BROWN			GIVEN UNDER MY HAND AND SEAL OF OF	FICE, this
engineering and surveying				
800 Ridglea Place, Suite 700 Fort Worth, TX 76116 rlee@bhbinc.com • 817.338.1277 • bhbinc.com TBPELS Firm #44, #10011300, #1001302, #10194146			Notary Public in and for	County



, 2023.	WITNESS, my hand this the	day of	_, 2023.
	By: Justin Community Development Corporation		
	Authorized Agent		
	STATE OF TEXAS § COUNTY OF§		
	BEFORE me, the undersigned authority, a Notary Public	c in and for said County and State, on this day	personally appeared

### July 25, 2023

## Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: 5

Title: Presentation and discussion over utility rate study with NewGen.

Department: Finance

Contact: Finance Director, Josh Armstrong, Finance Controller, Miles Walker

Recommendation: Call for a public hearing to consider an amendment to the master fee schedule related to utility rate changes.

Background: Earlier this year, the City Council approved an agreement with NewGen Strategies & Solutions to complete an updated analysis of the City's water and sewer rates. This involves a thorough review of the operational costs of water and sewer, as well as the necessary capital improvement projects over the coming years.

The previous rate study included the goals to increase fund balance in the water/sewer fund as well as design sewer rates to cover expenses and move to a winter average for sewer rates. NewGen has provided two options for the council to consider. One option is to keep our current rate model and the other is to consider an option that allows for the winter average and provides conservation rates to encourage water preservation.

The NewGen team will provide a presentation on Tuesday night and we will work jointly to provide answers to any questions. It is recommended at this time to call for a public hearing regarding the utility rates at a future meeting, at which point in time the Council would consider an amendment to the master fee schedule.

City Attorney Review:

Attachments:

1. Presentation from NewGen

### July 25, 2023

# Justin City Hall, 415 North College Street

### City Council Cover Sheet

Agenda Item: 6

Title: Discuss Oncor Ramhorn Hill transmission line.

Department: Administration

Contact: City Manager, Jarrod Greenwood

Recommendation:

Background: This item is on the agenda for discussion.

City Attorney Review:

Attachments:

1.

#### July 25, 2023

#### Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: 7

Title: Consider and take appropriate action regarding Ordinance No. 757-23, an ordinance of the City Council of the City of Justin, Texas approving the 2023 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: Finance

Contact: Assistant City Manager, Abbey Reece; Finance Director, Josh Armstrong

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 28, 2022, 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.

City Attorney Review:

Attachments:

- 1. Ordinance 757-23
- 2. Updated Service and Assessment Plan

# CITY OF JUSTIN, TEXAS ORDINANCE NO. 757-23

AN ORDINANCE OF THE CITY OF JUSTIN APPROVING THE 2023 ANNUAL SERVICE PLAN UPDATE AND 2023 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 2023 Annual Service Plan Update" (the "2023 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 2023, and now desires to proceed with the adoption of this Ordinance which approves and adopts the 2023 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.

Section 2. Terms. Terms not otherwise defined herein are defined in 2023 Annual Service Plan Update attached hereto as Exhibit A.

Section 3. Approval of Update. The 2023 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.

<u>Section 5. Filing in Land Records.</u> The City Secretary is directed to cause a copy of this Ordinance, including the 2023 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before August 1, 2023. 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 25TH DAY OF JULY, 2023.

APPROVED:

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

# EXHIBIT A

2023 Annual Service Plan Update

[Remainder of page intentionally left blank.]



# TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 2023 ANNUAL SERVICE PLAN UPDATE

JUNE 27, 2023

# 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.

On June 28, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by approving Ordinance No. 727-22, which updated the Assessment Roll for 2022.

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 2023 Annual Service Plan Update. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

# PARCEL SUBDIVISION

## Improvement Area #1

- 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.
- The final plat of Timberbrook, Phase 2 was filed and recorded in the official records of the County on April 30, 2020, and consists of 172 residential Lots and 1 Lot 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

 The final plat of Timberbrook, Phase 3B and Phase 4A was filed and recorded in the official records of the County on August 23, 2022, and consists of 293 residential Lots and 7 Lots of Non-Benefited Property. The plat is attached as Exhibit B.

# LOT AND HOME SALES UPDATE

#### Improvement Area #1

Per the Developer, a total of 378 homes have been built, 1 home is under construction, and 371 homes have been sold to end-users. All homes in Improvement Area #1 are expected to be completed by the third quarter of 2023.

#### Improvement Area #2

Per the Quarterly Report dated March 31, 2023, a total of 75 homes have been built, an additional 4 homes are under construction, and 59 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

#### Improvement Area #1

The developer has completed the Authorized Improvements listed in the SAP and they were dedicated to the City on April 24, 2018.

#### Improvement Area #2

Per the Quarterly Report dated March 31, 2023, 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 budget for the Authorized Improvements remains unchanged as shown in the table below.

Authorized Improvements	Budget	Actual Costs Spent to Date	Percent Complete
Improvement Area #2 Improvements			
Street	\$ 3,864,295	\$ 1,851,839	47.92%
Water	\$ 11,137,327	\$ 1,507,327	13.53%
Sanitary Sewer	\$	\$-	0.00%
Storm Drainage	\$ 1,364,605	\$ 495,020	36.28%
Soft Costs	\$ 1,758,005	\$ 712,579	40.53%
	\$ 18,455,828	\$ 4,566,766	24.74%

#### Major Improvement Area

Per the Quarterly Report dated March 31, 2023, the Authorized Improvements listed in the SAP for Major Improvement Area are currently under construction and projected to be completed in the second quarter of 2023. The budget for the Authorized Improvements remains unchanged as shown in the table below.

Authorized Improvements	Budget	ctual Costs ent 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%

# **OUTSTANDING ASSESSMENT**

#### Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$7,381,943.88. The outstanding Assessment is less than the \$7,400,000.00 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 \$2,425,500.

#### Improvement Area #2-B

Improvement Area #2-B has an outstanding Assessment is \$16,645,500.

#### Major Improvement Area

The Major Improvement Area has an outstanding Assessment of \$6,470,000.

# ANNUAL INSTALLMENT DUE 1/31/2024

#### Improvement Area #1

- Principal and Interest The total principal and interest required for the Annual Installment for Improvement Area #1 is \$536,412.50.
- 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 \$21,929.33. A breakdown of the Administrative Expenses is shown below.

Improvement Area #1 Administrative Expenses Breakdown					
Administration	\$	14,175.25			
City Auditor	\$	551.00			
Filing Fees	\$	220.40			
County Collection	\$	262.28			
Misc	\$	220.40			
PID Trustee Fees	\$	3,000.00			
Dissemination Agent \$ 3,500.00					
Total	\$	21,929.33			

 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 \$37,000.00.

Improvement Area #1					
Due January 31, 2024					
Principal	\$	165,000.00			
Interest	\$	371,412.50			
Administrative Expenses	\$	21,929.33			
Additional Interest	\$	37,000.00			
Total Annual Installment	\$	595,341.83			

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

#### Improvement Area #2-A

- Principal and Interest The total principal and interest required for the Annual Installment for Improvement Area #2-A is \$137,810.00.
- 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 \$5,998.34. A breakdown of the Administrative Expenses is shown below.

Improvement Area #2-A Administrative Expenses Breakdown			
Administration	\$	4,751.32	
City Auditor	\$	184.69	
Filing Fees	\$	73.88	
County Collection	\$	87.91	
Misc	\$	73.88	
PID Trustee Fees	\$	381.54	
Dissemination Agent	\$	445.13	
Total	\$	5,998.34	

 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 \$12,127.50.

Improvement Area #2-A			
Due January 31, 2024			
Principal	\$	50,500.00	
Interest	\$	87,310.00	
Administrative Expenses	\$	5,998.34	
Additional Interest	\$	12,127.50	
Total Annual Installment	\$	155,935.84	

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

#### Improvement Area #2-B

- Principal and Interest The total principal and interest required for the Annual Installment for Improvement Area #2-B is \$935,668.76
- 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 for Improvement Area #2-B is \$41,165.43. A breakdown of the Administrative Expenses is shown below.

Improvement Area #2-B Administrative Expenses Breakdown			
Administration	\$	32,607.32	
City Auditor	\$	1,267.47	
Filing Fees	\$	506.99	
County Collection	\$	603.32	
Misc	\$	506.99	
PID Trustee Fees	\$	2,618.46	
Dissemination Agent	\$	3,054.87	
Total	\$	41,165.43	

 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 \$83,227.50.

Improvement Area #2-B			
Due January 31, 2024			
Principal	\$	336,500.00	
Interest	\$	599,168.76	
Administrative Expenses	\$	41,165.43	
Additional Interest	\$	83,227.50	
Total Annual Installment	\$ 1	L,060,061.69	

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 \$484,206.26.
- 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 \$20,412.34. A breakdown of the Administrative Expenses is shown below.

Major Improvement Area Administrative Expenses Breakdown			
Administration	\$	12,781.56	
City Auditor	\$	496.83	
Filing Fees	\$	198.73	
County Collection	\$	236.49	
Misc	\$	198.73	
PID Trustee Fees	\$	3,000.00	
Dissemination Agent	\$	3,500.00	
Total	\$	20,412.34	

 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 \$32,350.00.

Major Improvement Area			
Due January 31, 2024			
Principal	\$	135,000.00	
Interest	\$	349,206.26	
Administrative Expenses	\$	20,412.34	
Additional Interest	\$	32,350.00	
Total Annual Installment	\$	536,968.60	

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

The following is a list of all Improvement Area #2-A Lots that have been paid in full.

	Improvement Area #2-A									
				Recorded Lien						
Property ID	Address	Lot Type	Prepayment Date	Release Number						
980820	1013 TIMBER RIDGE DR	4	11/18/2022	Pending						

### Improvement Area #2-B

The following is a list of all Improvement Area #2-B Lots that have been paid in full.

Improvement Area #2-B									
				Recorded Lien					
Property ID	Address	Lot Type	Prepayment Date	Release Number					
N/A	N/A	Commercial	12/31/2022	Pending					

### Major Improvement Area

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

	Major Improvement Area										
Recorded Lien											
<b>Property ID</b>	Address	Release Number									
980820	1013 TIMBER RIDGE DR	4	11/18/2022	Pending							
N/A	N/A	Commercial	12/31/2022	Pending							

### 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

Per notice posted March 2, 2023, \$762,000 was redeemed in the April 1, 2023 Extraordinary Optional Redemption<sup>1</sup>.

### Major Improvement Area

Per notice posted March 2, 2023, \$200,000 was redeemed in the April 1, 2023 Extraordinary Optional Redemption<sup>2</sup>.

<sup>2</sup> See <u>link</u> for more information regarding Extraordinary Option Redemptions for the Major Improvement Area Bonds.

<sup>&</sup>lt;sup>1</sup> See <u>link</u> for more information regarding Extraordinary Option Redemptions for the Improvement Area #2 Bonds.

## 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.

	Improvement Area #1										
Annual Installment Due			1/31/2024		1/31/2025		1/31/2026		1/31/2027		1/31/2028
Principal		\$	165,000.00	\$	175,000.00	\$	180,000.00	\$	190,000.00	\$	200,000.00
Interest			371,412.50		363,781.26		355,687.50		347,362.50		338,575.00
	(1)	\$	536,412.50	\$	538,781.26	\$	535,687.50	\$	537,362.50	\$	538,575.00
Additional Interest	(2)	\$	37,000.00	\$	36,175.00	\$	35,300.00	\$	34,400.00	\$	33,450.00
Administrative Expenses	(3)	\$	21,929.33	\$	22,367.92	\$	22,815.27	\$	23,271.58	\$	23,737.01
Total Annual Installment	(4) = (1) + (2) + (3)	\$	595,341.83	\$	597,324.18	\$	593,802.77	\$	595,034.08	\$	595,762.01

	Improvement Area #2-A										
Annual Installment Due			1/31/2024		1/31/2025		1/31/2026		1/31/2027		1/31/2028
Principal		\$	50,500.00	\$	51,000.00	\$	52,000.00	\$	53,000.00	\$	54,000.00
Interest		\$	87,310.00	\$	86,047.50	\$	84,772.50	\$	83,472.50	\$	81,882.50
	(1)	\$	137,810.00	\$	137,047.50	\$	136,772.50	\$	136,472.50	\$	135,882.50
Additional Interest	(2)	\$	12,127.50	\$	11,875.00	\$	11,620.00	\$	11,360.00	\$	11,095.00
Administrative Expenses	(3)	\$	5,998.34	\$	6,118.31	\$	6,240.68	\$	6,365.49	\$	6,492.80
Total Annual Installment	(4) = (1) + (2) + (3)	\$	155,935.84	\$	155,040.81	\$	154,633.18	\$	154,197.99	\$	153,470.30

	Improvement Area #2-B										
Annual Installment Due			1/31/2024		1/31/2025		1/31/2026		1/31/2027		1/31/2028
Principal		\$	336,500.00	\$	344,000.00	\$	357,000.00	\$	365,000.00	\$	376,000.00
Interest			599,168.76		590,756.26		582,156.26		573,231.26		562,281.26
	(1)	\$	935,668.76	\$	934,756.26	\$	939,156.26	\$	938,231.26	\$	938,281.26
Additional Interest	(2)	\$	83,227.50	\$	81,545.00	\$	79,825.00	\$	78,040.00	\$	76,215.00
Administrative Expenses	(3)	\$	41,165.43	\$	41,988.73	\$	42,828.51	\$	43,685.08	\$	44,558.78
Total Annual Installment	(4) = (1) + (2) + (3)	\$	1,060,061.69	\$	1,058,289.99	\$	1,061,809.77	\$	1,059,956.34	\$	1,059,055.04

	Major Improvement Area										
Annual Installment Due			1/31/2024		1/31/2025		1/31/2026		1/31/2027		1/31/2028
Principal		\$	135,000.00	\$	145,000.00	\$	150,000.00	\$	160,000.00	\$	170,000.00
Interest			349,206.26		342,456.26		335,206.26		327,706.26		319,706.26
	(1)	\$	484,206.26	\$	487,456.26	\$	485,206.26	\$	487,706.26	\$	489,706.26
Additional Interest	(2)	\$	32,350.00	\$	31,675.00	\$	30,950.00	\$	30,200.00	\$	29,400.00
Administrative Expenses	(3)	\$	20,412.34	\$	20,820.59	\$	21,237.00	\$	21,661.74	\$	22,094.97
Total Annual Installment	(4) = (1) + (2) + (3)	\$	536,968.60	\$	539,951.85	\$	537,393.26	\$	539,568.00	\$	541,201.23

## 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 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

			Improvement Area #1 Assessment Roll <sup>[b]</sup>					
				Outstanding	Anr	nual Installment Due		
Property ID	Lot Type	Notes		Assessment <sup>[c]</sup>		1/31/2024 <sup>[d]</sup>		
732105	Lot Type 1		\$	18,056.12	\$	1,452.77		
732106	Lot Type 1		\$	18,056.12	\$	1,452.77		
732107	Lot Type 1		\$	18,056.12	\$	1,452.77		
732108	Lot Type 1		\$	18,056.12	\$	1,452.77		
732109	Lot Type 1		\$	18,056.12	\$	1,452.77		
732110	Lot Type 1		\$ \$	18,056.12	\$	1,452.77		
732111	Lot Type 1			18,056.12	\$	1,452.77		
732112	Lot Type 1		\$	18,056.12	\$	1,452.77		
732113	Lot Type 1		\$	18,056.12	\$	1,452.77		
732114	Lot Type 1		\$	18,056.12	\$	1,452.77		
732115	Lot Type 1		\$ \$ \$	18,056.12	\$	1,452.77		
732116	Lot Type 1		\$	18,056.12	\$	1,452.77		
732117	Lot Type 1		\$	18,056.12	\$	1,452.77		
732118	Lot Type 1		\$	18,056.12	\$	1,452.77		
732119	Lot Type 1		\$	18,056.12	\$	1,452.77		
732120	Lot Type 1		\$	18,056.12	\$	1,452.77		
732121	Lot Type 1		\$	18,056.12	\$	1,452.77		
732122	Lot Type 1		\$	18,056.12	\$	1,452.77		
732123	Lot Type 1	Prepaid	\$	-	\$	-		
732124	Lot Type 1		\$	18,056.12	\$	1,452.77		
732126	Lot Type 1		\$	18,056.12	\$	1,452.77		
732127	Lot Type 1		\$	18,056.12	\$	1,452.77		
732128	Lot Type 1		\$	18,056.12	\$	1,452.77		
732129	Lot Type 1		\$	18,056.12	\$	1,452.77		
732130	Lot Type 1		\$	18,056.12	\$	1,452.77		
732131	Lot Type 1		\$	18,056.12	\$	1,452.77		
732132	Lot Type 1		\$	18,056.12	\$	1,452.77		
732133	Lot Type 1		\$	18,056.12	\$	1,452.77		
732134	Lot Type 1		\$	18,056.12	\$	1,452.77		
732135	Lot Type 1		\$	18,056.12	\$	1,452.77		
732136	Lot Type 1		\$	18,056.12	\$	1,452.77		
732137	Lot Type 1		\$	18,056.12	\$	1,452.77		
732138	Lot Type 1		\$	18,056.12	\$	1,452.77		
732139	Lot Type 1		\$ \$ \$ \$ \$	18,056.12	\$	1,452.77		
732140	Lot Type 1		\$	18,056.12	\$	1,452.77		
732141	Lot Type 1		\$	18,056.12	\$	1,452.77		
732142	Lot Type 1		\$	18,056.12	\$	1,452.77		
732143	Lot Type 1		\$	18,056.12	\$	1,452.77		
732144	Lot Type 1		\$	18,056.12	\$	1,452.77		
732145	Lot Type 1		\$	18,056.12	\$	1,452.77		

# EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

			Improvement Area #1 Assessment Roll <sup>[b]</sup>						
				Outstanding	Anr	nual Installment Due			
Property ID	Lot Type	Notes		Assessment <sup>[c]</sup>		1/31/2024 <sup>[d]</sup>			
732146	Lot Type 1		\$	18,056.12	\$	1,452.77			
732147	Lot Type 1		\$	18,056.12	\$	1,452.77			
732148	Lot Type 1		\$	18,056.12	\$	1,452.77			
732149	Lot Type 1		\$	18,056.12	\$	1,452.77			
732150	Lot Type 1		\$	18,056.12	\$	1,452.77			
732151	Lot Type 1		\$	18,056.12	\$	1,452.77			
732152	Lot Type 1		\$	18,056.12	\$	1,452.77			
732153	Lot Type 1		\$	18,056.12	\$	1,452.77			
732154	Lot Type 1		\$	18,056.12	\$	1,452.77			
732155	Lot Type 1		\$	18,056.12	\$	1,452.77			
732156	Lot Type 1		\$	18,056.12	\$	1,452.77			
732157	Lot Type 1		\$	18,056.12	\$	1,452.77			
732158	Lot Type 1		\$	18,056.12	\$	1,452.77			
732159	Lot Type 1		\$	18,056.12	\$	1,452.77			
732160	Lot Type 1		\$	18,056.12	\$	1,452.77			
732161	Lot Type 1		\$	18,056.12	\$	1,452.77			
732162	Lot Type 1		\$	18,056.12	\$	1,452.77			
732163	Lot Type 1		\$	18,056.12	\$	1,452.77			
732164	Lot Type 1		\$	18,056.12	\$	1,452.77			
732165	Lot Type 1		\$	18,056.12	\$	1,452.77			
732166	Lot Type 1		\$	18,056.12	\$	1,452.77			
732167	Lot Type 1		\$	18,056.12	\$	1,452.77			
732168	Lot Type 1		\$	18,056.12	\$	1,452.77			
732169	Lot Type 1		\$	18,056.12	\$	1,452.77			
732170	Lot Type 1		\$	18,056.12	\$	1,452.77			
732171	Lot Type 1		\$	18,056.12	\$	1,452.77			
732172	Lot Type 1		\$	18,056.12	\$	1,452.77			
732173	Lot Type 1		\$	18,056.12	\$	1,452.77			
732174	Lot Type 1		\$	18,056.12	\$	1,452.77			
732175	Lot Type 1		\$	18,056.12	\$	1,452.77			
732176	Lot Type 1		\$	18,056.12	\$	1,452.77			
732177	Lot Type 1		\$ \$ \$	18,056.12	\$	1,452.77			
732178	Lot Type 1			18,056.12	\$	1,452.77			
732179	Lot Type 1		\$	18,056.12	\$	1,452.77			
732180	Lot Type 1		\$ \$ \$	18,056.12	\$	1,452.77			
732181	Lot Type 1		\$	18,056.12	\$	1,452.77			
732182	Lot Type 1		\$	18,056.12	\$	1,452.77			
732183	Lot Type 1		\$	18,056.12	\$	1,452.77			
732184	Lot Type 1		\$	18,056.12	\$	1,452.77			
732185	Lot Type 1		\$	18,056.12	\$	1,452.77			

			Improvement Area #1 Assessment Roll <sup>[b]</sup>						
				Outstanding	Anr	nual Installment Due			
Property ID	Lot Type	Notes		Assessment <sup>[c]</sup>		1/31/2024 <sup>[d]</sup>			
732186	Lot Type 1		\$	18,056.12	\$	1,452.77			
732187	Lot Type 1		\$	18,056.12	\$	1,452.77			
732188	Lot Type 1		\$	18,056.12	\$	1,452.77			
732189	Lot Type 1		\$	18,056.12	\$	1,452.77			
732190	Lot Type 1		\$	18,056.12	\$	1,452.77			
732191	Lot Type 1		\$	18,056.12	\$	1,452.77			
732192	Lot Type 1		\$	18,056.12	\$	1,452.77			
732193	Lot Type 1		\$	18,056.12	\$	1,452.77			
732194	Lot Type 1		\$	18,056.12	\$	1,452.77			
732195	Lot Type 1		\$	18,056.12	\$	1,452.77			
732196	Lot Type 1		\$	18,056.12	\$	1,452.77			
732197	Lot Type 1		\$	18,056.12	\$	1,452.77			
732198	Lot Type 1		\$	18,056.12	\$	1,452.77			
732199	Lot Type 1		\$	18,056.12	\$	1,452.77			
732200	Non-Benefited Property		\$	-	\$	-			
732201	Lot Type 1		\$	18,056.12	\$	1,452.77			
732202	Lot Type 1		\$	18,056.12	\$	1,452.77			
732203	Lot Type 1		\$	18,056.12	\$	1,452.77			
732204	Lot Type 1		\$	18,056.12	\$	1,452.77			
732205	Lot Type 1		\$	18,056.12	\$	1,452.77			
732206	Lot Type 1		\$	18,056.12	\$	1,452.77			
732207	Lot Type 1		\$	18,056.12	\$	1,452.77			
732208	Lot Type 1		\$	18,056.12	\$	1,452.77			
732209	Lot Type 1		\$	18,056.12	\$	1,452.77			
732210	Lot Type 1		\$	18,056.12	\$	1,452.77			
732211	Lot Type 1		\$	18,056.12	\$	1,452.77			
732212	Lot Type 1		\$	18,056.12	\$	1,452.77			
732213	Lot Type 1		\$	18,056.12	\$	1,452.77			
732214	Lot Type 1		\$	18,056.12	\$	1,452.77			
732215	Lot Type 1		\$	18,056.12	\$	1,452.77			
732216	Lot Type 1		\$	18,056.12	\$	1,452.77			
732217	Lot Type 1		\$ \$	18,056.12	\$	1,452.77			
732218	Lot Type 1		\$	18,056.12	\$	1,452.77			
732219	Lot Type 1			18,056.12	\$	1,452.77			
732220	Lot Type 1		\$ \$ \$	18,056.12	\$	1,452.77			
732221	Lot Type 1		\$	18,056.12	\$	1,452.77			
732222	Lot Type 1		\$	18,056.12	\$	1,452.77			
732223	Lot Type 1		\$	18,056.12	\$	1,452.77			
732224	Lot Type 1		\$	18,056.12	\$	1,452.77			
732225	Lot Type 1		\$	18,056.12	\$	1,452.77			

			Improvement Area #1 Assessment Roll <sup>[b]</sup>						
				Outstanding	An	nual Installment Due			
Property ID	Lot Type	Notes		Assessment <sup>[c]</sup>		1/31/2024 <sup>[d]</sup>			
732226	Lot Type 1		\$	18,056.12	\$	1,452.77			
732227	Lot Type 1		\$	18,056.12	\$	1,452.77			
732228	Non-Benefited Property		\$	-	\$	-			
732229	Non-Benefited Property		\$	-	\$	-			
732590	Lot Type 1		\$	18,056.12	\$	1,452.77			
732591	Lot Type 1		\$	18,056.12	\$	1,452.77			
732592	Lot Type 1		\$	18,056.12	\$	1,452.77			
732593	Lot Type 1		\$	18,056.12	\$	1,452.77			
732594	Lot Type 1		\$	18,056.12	\$	1,452.77			
732595	Lot Type 1		\$	18,056.12	\$	1,452.77			
732596	Lot Type 1		\$	18,056.12	\$	1,452.77			
732597	Lot Type 1		\$	18,056.12	\$	1,452.77			
732598	Lot Type 1		\$	18,056.12	\$	1,452.77			
732599	Lot Type 1		\$	18,056.12	\$	1,452.77			
732600	Lot Type 1		\$	18,056.12	\$	1,452.77			
732601	Lot Type 1		\$	18,056.12	\$	1,452.77			
732602	Lot Type 1		\$	18,056.12	\$	1,452.77			
732603	Lot Type 1		\$	18,056.12	\$	1,452.77			
732604	Lot Type 1		\$	18,056.12	\$	1,452.77			
732605	Lot Type 1		\$	18,056.12	\$	1,452.77			
732606	Lot Type 1		\$	18,056.12	\$	1,452.77			
732607	Lot Type 1		\$	18,056.12	\$	1,452.77			
732608	Lot Type 1		\$	18,056.12	\$	1,452.77			
732609	Lot Type 1		\$	18,056.12	\$	1,452.77			
732610	Lot Type 1		\$	18,056.12	\$	1,452.77			
732611	Lot Type 1		\$	18,056.12	\$	1,452.77			
732612	Lot Type 1		\$	18,056.12	\$	1,452.77			
732613	Lot Type 1		\$	18,056.12	\$	1,452.77			
732614	Lot Type 1		\$	18,056.12	\$	1,452.77			
732615	Lot Type 1		\$	18,056.12	\$	1,452.77			
732616	Lot Type 1		\$	18,056.12	\$	1,452.77			
732617	Lot Type 1		\$	18,056.12	\$	1,452.77			
732618	Lot Type 1		\$	18,056.12	\$	1,452.77			
732620	Lot Type 1		\$ \$	18,056.12	\$	1,452.77			
732621	Lot Type 1		\$	18,056.12	\$	1,452.77			
732622	Lot Type 1		\$	18,056.12	\$	1,452.77			
732623	Lot Type 1		\$	18,056.12	\$	1,452.77			
732624	Lot Type 1		\$ \$	18,056.12	\$	1,452.77			
732625	Lot Type 1			18,056.12	\$	1,452.77			
732626	Lot Type 1		\$	18,056.12	\$	1,452.77			

			Improvement Area #1 Assessment Roll <sup>[b]</sup>					
				Outstanding	Anr	nual Installment Due		
Property ID	Lot Type	Notes		Assessment <sup>[c]</sup>		1/31/2024 <sup>[d]</sup>		
732627	Lot Type 1		\$	18,056.12	\$	1,452.77		
732628	Lot Type 1		\$	18,056.12	\$	1,452.77		
732629	Lot Type 1		\$	18,056.12	\$	1,452.77		
732630	Lot Type 1		\$	18,056.12	\$	1,452.77		
732631	Lot Type 1		\$	18,056.12	\$	1,452.77		
732632	Lot Type 1		\$	18,056.12	\$	1,452.77		
732633	Lot Type 1		\$	18,056.12	\$	1,452.77		
732634	Lot Type 1		\$	18,056.12	\$	1,452.77		
732635	Lot Type 1		\$	18,056.12	\$	1,452.77		
732636	Lot Type 1		\$	18,056.12	\$	1,452.77		
732637	Lot Type 1		\$	18,056.12	\$	1,452.77		
732638	Lot Type 1		\$	18,056.12	\$	1,452.77		
732639	Lot Type 1		\$	18,056.12	\$	1,452.77		
732640	Lot Type 1		\$	18,056.12	\$	1,452.77		
732641	Lot Type 1		\$	18,056.12	\$	1,452.77		
732642	Lot Type 1		\$	18,056.12	\$	1,452.77		
732643	Lot Type 1		\$	18,056.12	\$	1,452.77		
732644	Lot Type 1		\$	18,056.12	\$	1,452.77		
732645	Lot Type 1		\$	18,056.12	\$	1,452.77		
732646	Lot Type 1		\$	18,056.12	\$	1,452.77		
732647	Lot Type 1		\$	18,056.12	\$	1,452.77		
732648	Lot Type 1		\$	18,056.12	\$	1,452.77		
732649	Lot Type 1		\$	18,056.12	\$	1,452.77		
732650	Lot Type 1		\$	18,056.12	\$	1,452.77		
732651	Lot Type 1		\$	18,056.12	\$	1,452.77		
732652	Lot Type 1		\$	18,056.12	\$	1,452.77		
732653	Lot Type 1		\$	18,056.12	\$	1,452.77		
732654	Lot Type 1		\$	18,056.12	\$	1,452.77		
732655	Lot Type 1		\$	18,056.12	\$	1,452.77		
732656	Lot Type 1		\$	18,056.12	\$	1,452.77		
732657	Lot Type 1		\$	18,056.12	\$	1,452.77		
732658	Lot Type 1		\$	18,056.12	\$	1,452.77		
732659	Lot Type 1		\$	18,056.12	\$	1,452.77		
732660	Lot Type 1		\$ \$ \$	18,056.12	\$	1,452.77		
732661	Lot Type 1		\$	18,056.12	\$	1,452.77		
732662	Lot Type 1		\$	18,056.12	\$	1,452.77		
732663	Lot Type 1		\$	18,056.12	\$	1,452.77		
732665	Lot Type 1		\$	18,056.12	\$	1,452.77		
732666	Lot Type 1		\$	18,056.12	\$	1,452.77		
732667	Lot Type 1		\$	18,056.12	\$	1,452.77		

			Improvement Area #1 Assessment Roll <sup>[b]</sup>					
				Outstanding	Ann	ual Installment Due		
Property ID	Lot Type	Notes		Assessment <sup>[c]</sup>		1/31/2024 <sup>[d]</sup>		
732668	Lot Type 1		\$	18,056.12	\$	1,452.77		
732669	Lot Type 1		\$	18,056.12	\$	1,452.77		
732670	Lot Type 1		\$	18,056.12	\$	1,452.77		
732671	Lot Type 1		\$	18,056.12	\$	1,452.77		
732672	Lot Type 1		\$	18,056.12	\$	1,452.77		
732673	Lot Type 1		\$	18,056.12	\$	1,452.77		
732674	Lot Type 1		\$	18,056.12	\$	1,452.77		
732675	Lot Type 1		\$	18,056.12	\$	1,452.77		
732676	Lot Type 1		\$	18,056.12	\$	1,452.77		
732677	Lot Type 1		\$	18,056.12	\$	1,452.77		
732678	Lot Type 1		\$	18,056.12	\$	1,452.77		
732679	Lot Type 1		\$	18,056.12	\$	1,452.77		
754942	Lot Type 1		\$	18,056.12	\$	1,452.77		
754943	Lot Type 1		\$	18,056.12	\$	1,452.77		
754944	Lot Type 1		\$	18,056.12	\$	1,452.77		
754945	Lot Type 1		\$	18,056.12	\$	1,452.77		
754946	Lot Type 1		\$	18,056.12	\$	1,452.77		
754947	Lot Type 1		\$	18,056.12	\$	1,452.77		
754948	Lot Type 1		\$	18,056.12	\$	1,452.77		
754949	Non-Benefited Property		\$	-	\$	-		
754950	Lot Type 1		\$	18,056.12	\$	1,452.77		
754951	Lot Type 1		\$	18,056.12	\$	1,452.77		
956281	Non-Benefited Property	[a]	\$	-	\$	-		
956342	Non-Benefited Property	[a]	\$	-	\$	-		
956356	Non-Benefited Property	[a]	\$	-	\$	-		
956377	Non-Benefited Property	[a]	\$	-	\$	-		
957023	Lot Type 1		\$	18,056.12	\$	1,452.77		
957024	Lot Type 1		\$	18,056.12	\$	1,452.77		
957025	Lot Type 1		\$	18,056.12	\$	1,452.77		
957026	Lot Type 1		\$	18,056.12	\$	1,452.77		
957027	Lot Type 1		\$ \$ \$	18,056.12	\$	1,452.77		
957028	Lot Type 1		\$	18,056.12	\$	1,452.77		
957029	Lot Type 1			18,056.12	\$	1,452.77		
957030	Lot Type 1		\$	18,056.12	\$	1,452.77		
957031	Lot Type 1		\$ \$ \$	18,056.12	\$	1,452.77		
957032	Lot Type 1		\$	18,056.12	\$	1,452.77		
957033	Lot Type 1		\$	18,056.12	\$	1,452.77		
957034	Lot Type 1		\$	18,056.12	\$	1,452.77		
957035	Lot Type 1		\$	18,056.12	\$	1,452.77		
957036	Lot Type 1		\$	18,056.12	\$	1,452.77		

			Improvement Area #1 Assessment Roll <sup>[b]</sup>					
				Outstanding	Anr	nual Installment Due		
Property ID	Lot Type	Notes		Assessment <sup>[c]</sup>		1/31/2024 <sup>[d]</sup>		
957037	Lot Type 1		\$	18,056.12	\$	1,452.77		
957038	Lot Type 1		\$	18,056.12	\$	1,452.77		
957039	Lot Type 1		\$	18,056.12	\$	1,452.77		
957040	Lot Type 1		\$	18,056.12	\$	1,452.77		
957041	Lot Type 1		\$	18,056.12	\$	1,452.77		
957042	Lot Type 1		\$	18,056.12	\$	1,452.77		
957043	Lot Type 2		\$	21,065.47	\$	1,694.90		
957044	Lot Type 2		\$	21,065.47	\$	1,694.90		
957045	Lot Type 2		\$	21,065.47	\$	1,694.90		
957046	Lot Type 2		\$	21,065.47	\$	1,694.90		
957047	Lot Type 2		\$	21,065.47	\$	1,694.90		
957048	Lot Type 2		\$	21,065.47	\$	1,694.90		
957049	Lot Type 2		\$	21,065.47	\$	1,694.90		
957050	Lot Type 2		\$	21,065.47	\$	1,694.90		
957051	Lot Type 2		\$	21,065.47	\$	1,694.90		
957052	Lot Type 2		\$	21,065.47	\$	1,694.90		
957053	Lot Type 2		\$	21,065.47	\$	1,694.90		
957054	Lot Type 2		\$	21,065.47	\$	1,694.90		
957055	Lot Type 2		\$	21,065.47	\$	1,694.90		
957056	Lot Type 2		\$	21,065.47	\$	1,694.90		
957057	Lot Type 2		\$	21,065.47	\$	1,694.90		
957058	Lot Type 2		\$	21,065.47	\$	1,694.90		
957059	Lot Type 2		\$	21,065.47	\$	1,694.90		
957060	Lot Type 2		\$	21,065.47	\$	1,694.90		
957061	Lot Type 2		\$	21,065.47	\$	1,694.90		
957062	Lot Type 2		\$	21,065.47	\$	1,694.90		
957063	Lot Type 2		\$	21,065.47	\$	1,694.90		
957064	Lot Type 2		\$	21,065.47	\$	1,694.90		
957065	Lot Type 2		\$	21,065.47	\$	1,694.90		
957066	Lot Type 2		\$	21,065.47	\$	1,694.90		
957067	Lot Type 2		\$	21,065.47	\$	1,694.90		
957068	Lot Type 2		\$	21,065.47	\$	1,694.90		
957069	Lot Type 2		\$	21,065.47	\$	1,694.90		
957070	Lot Type 2		\$	21,065.47	\$	1,694.90		
957071	Lot Type 2		\$	21,065.47	\$	1,694.90		
957072	Lot Type 2		\$	21,065.47	\$	1,694.90		
957073	Lot Type 2		\$	21,065.47	\$	1,694.90		
957074	Lot Type 2		\$	21,065.47	\$	1,694.90		
957075	Lot Type 2		\$	21,065.47	\$	1,694.90		
957076	Lot Type 2		\$	21,065.47	\$	1,694.90		

			Improvement Area #1 Assessment Roll <sup>[b]</sup>					
				Outstanding	Anr	nual Installment Due		
Property ID	Lot Type	Notes		Assessment <sup>[c]</sup>		1/31/2024 <sup>[d]</sup>		
957077	Lot Type 2		\$	21,065.47	\$	1,694.90		
957078	Lot Type 2		\$	21,065.47	\$	1,694.90		
957079	Lot Type 2		\$	21,065.47	\$	1,694.90		
957080	Lot Type 2		\$	21,065.47	\$	1,694.90		
957081	Lot Type 2		\$	21,065.47	\$	1,694.90		
957082	Lot Type 2		\$	21,065.47	\$	1,694.90		
957083	Lot Type 2		\$	21,065.47	\$	1,694.90		
957084	Lot Type 2		\$	21,065.47	\$	1,694.90		
957086	Lot Type 3		\$	24,074.83	\$	1,937.03		
957087	Lot Type 3		\$	24,074.83	\$	1,937.03		
957088	Lot Type 3		\$	24,074.83	\$	1,937.03		
957089	Lot Type 3		\$	24,074.83	\$	1,937.03		
957090	Lot Type 3		\$	24,074.83	\$	1,937.03		
957091	Lot Type 3		\$	24,074.83	\$	1,937.03		
957092	Lot Type 3		\$	24,074.83	\$	1,937.03		
957093	Lot Type 3		\$	24,074.83	\$	1,937.03		
957094	Lot Type 3		\$	24,074.83	\$	1,937.03		
957095	Lot Type 3		\$	24,074.83	\$	1,937.03		
957096	Lot Type 3		\$	24,074.83	\$	1,937.03		
957097	Lot Type 3		\$	24,074.83	\$	1,937.03		
957098	Lot Type 3		\$	24,074.83	\$	1,937.03		
957099	Lot Type 3		\$	24,074.83	\$	1,937.03		
957100	Lot Type 3		\$	24,074.83	\$	1,937.03		
957101	Lot Type 3		\$	24,074.83	\$	1,937.03		
957102	Lot Type 3		\$	24,074.83	\$	1,937.03		
957103	Lot Type 3		\$	24,074.83	\$	1,937.03		
957104	Lot Type 3		\$	24,074.83	\$	1,937.03		
957105	Lot Type 3		\$	24,074.83	\$	1,937.03		
957106	Lot Type 3		\$	24,074.83	\$	1,937.03		
957107	Lot Type 3		\$	24,074.83	\$	1,937.03		
957108	Lot Type 3		\$	24,074.83	\$	1,937.03		
957109	Lot Type 3		\$ \$ \$	24,074.83	\$	1,937.03		
957110	Lot Type 3			24,074.83	\$	1,937.03		
957111	Lot Type 1		\$	18,056.12	\$	1,452.77		
957112	Lot Type 1		\$ \$ \$	18,056.12	\$	1,452.77		
957113	Lot Type 1		\$	18,056.12	\$	1,452.77		
957114	Lot Type 1		\$	18,056.12	\$	1,452.77		
957115	Lot Type 1		\$	18,056.12	\$	1,452.77		
957116	Lot Type 1		\$	18,056.12	\$	1,452.77		
957117	Lot Type 1		\$	18,056.12	\$	1,452.77		

			Improvement Area #1 Assessment Roll <sup>[b]</sup>					
				Outstanding	Ann	nual Installment Due		
Property ID	Lot Type	Notes		Assessment <sup>[c]</sup>		1/31/2024 <sup>[d]</sup>		
957118	Lot Type 1		\$	18,056.12	\$	1,452.77		
957119	Lot Type 1		\$	18,056.12	\$	1,452.77		
957120	Lot Type 1		\$	18,056.12	\$	1,452.77		
957121	Lot Type 1		\$	18,056.12	\$	1,452.77		
957122	Lot Type 1		\$	18,056.12	\$	1,452.77		
957123	Lot Type 1		\$	18,056.12	\$	1,452.77		
957124	Lot Type 1		\$	18,056.12	\$	1,452.77		
957125	Lot Type 1		\$	18,056.12	\$	1,452.77		
957126	Lot Type 1		\$	18,056.12	\$	1,452.77		
957127	Lot Type 1		\$	18,056.12	\$	1,452.77		
957128	Lot Type 1	[e]	\$	9,028.06	\$	726.39		
957129	Lot Type 1		\$	18,056.12	\$	1,452.77		
957130	Lot Type 1		\$	18,056.12	\$	1,452.77		
957132	Lot Type 1		\$	18,056.12	\$	1,452.77		
957133	Lot Type 1		\$	18,056.12	\$	1,452.77		
957134	Lot Type 1		\$	18,056.12	\$	1,452.77		
957135	Lot Type 1		\$	18,056.12	\$	1,452.77		
957136	Lot Type 1		\$	18,056.12	\$	1,452.77		
957137	Lot Type 1		\$	18,056.12	\$	1,452.77		
957138	Lot Type 1		\$	18,056.12	\$	1,452.77		
957139	Lot Type 1		\$	18,056.12	\$	1,452.77		
957140	Lot Type 1		\$	18,056.12	\$	1,452.77		
957141	Lot Type 2		\$	21,065.47	\$	1,694.90		
957142	Lot Type 2		\$	21,065.47	\$	1,694.90		
957143	Lot Type 2		\$	21,065.47	\$	1,694.90		
957144	Lot Type 2		\$	21,065.47	\$	1,694.90		
957145	Lot Type 2		\$	21,065.47	\$	1,694.90		
957146	Lot Type 2		\$	21,065.47	\$	1,694.90		
957147	Lot Type 2		\$	21,065.47	\$	1,694.90		
957148	Lot Type 2		\$	21,065.47	\$	1,694.90		
957149	Lot Type 2		\$ \$	21,065.47	\$	1,694.90		
957150	Lot Type 2		\$	21,065.47	\$	1,694.90		
957151	Lot Type 2		\$	21,065.47	\$	1,694.90		
957152	Lot Type 2		\$ \$ \$	21,065.47	\$	1,694.90		
957153	Lot Type 2		\$	21,065.47	\$	1,694.90		
957154	Lot Type 2		\$	21,065.47	\$	1,694.90		
957155	Lot Type 2		\$	21,065.47	\$	1,694.90		
957156	Lot Type 2		\$	21,065.47	\$	1,694.90		
957157	Lot Type 2		\$	21,065.47	\$	1,694.90		
957158	Lot Type 2		\$	21,065.47	\$	1,694.90		

			Improvement Area #1 Assessment Roll <sup>[b]</sup>					
				Outstanding	An	nual Installment Due		
Property ID	Lot Type	Notes		Assessment <sup>[c]</sup>		1/31/2024 <sup>[d]</sup>		
957159	Non-Benefited Property		\$	-	\$	-		
957160	Lot Type 2		\$	21,065.47	\$	1,694.90		
957161	Lot Type 2		\$	21,065.47	\$	1,694.90		
957162	Lot Type 2		\$	21,065.47	\$	1,694.90		
957163	Lot Type 2		\$	21,065.47	\$	1,694.90		
957164	Lot Type 2		\$	21,065.47	\$	1,694.90		
957165	Lot Type 2		\$	21,065.47	\$	1,694.90		
957166	Lot Type 2		\$	21,065.47	\$	1,694.90		
957167	Lot Type 2		\$	21,065.47	\$	1,694.90		
957168	Lot Type 2		\$	21,065.47	\$	1,694.90		
957169	Lot Type 1		\$	18,056.12	\$	1,452.77		
957170	Lot Type 1		\$	18,056.12	\$	1,452.77		
957171	Lot Type 1		\$	18,056.12	\$	1,452.77		
957172	Lot Type 1		\$	18,056.12	\$	1,452.77		
957173	Lot Type 1		\$	18,056.12	\$	1,452.77		
957174	Lot Type 1		\$	18,056.12	\$	1,452.77		
957176	Lot Type 1		\$	18,056.12	\$	1,452.77		
957177	Lot Type 1		\$	18,056.12	\$	1,452.77		
957178	Lot Type 1		\$	18,056.12	\$	1,452.77		
957179	Lot Type 1		\$	18,056.12	\$	1,452.77		
957180	Lot Type 1		\$	18,056.12	\$	1,452.77		
957181	Lot Type 1		\$	18,056.12	\$	1,452.77		
957182	Lot Type 1		\$	18,056.12	\$	1,452.77		
957183	Lot Type 1		\$	18,056.12	\$	1,452.77		
957184	Lot Type 1		\$	18,056.12	\$	1,452.77		
957185	Lot Type 1		\$	18,056.12	\$	1,452.77		
957186	Lot Type 1		\$	18,056.12	\$	1,452.77		
957187	Lot Type 1		\$	18,056.12	\$	1,452.77		
957188	Lot Type 1		\$	18,056.12	\$	1,452.77		
957189	Lot Type 1		\$	18,056.12	\$	1,452.77		
957190	Lot Type 1		\$	18,056.12	\$	1,452.77		
957191	Lot Type 1		\$	18,056.12	\$	1,452.77		
957192	Lot Type 1		\$	18,056.12	\$	1,452.77		
957193	Lot Type 1		\$	18,056.12	\$	1,452.77		
957194	Lot Type 1		\$	18,056.12	\$	1,452.77		
957195	Lot Type 1		\$	18,056.12	\$	1,452.77		
957196	Lot Type 1		\$	18,056.12	\$	1,452.77		
957197	Lot Type 1		\$	18,056.12	\$	1,452.77		
957198	Lot Type 1	[f]	\$	9,028.06	\$	726.39		
976404	Lot Type 1	[e]	\$	9,028.06	\$	726.39		
1002606	Lot Type 1	[f]	\$	9,028.06	\$	726.39		
	Total	r.1	\$	7,381,943.88	\$	593,941.01		

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

[b] 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] The Annual Installment covers the period September 1, 2023 to August 31, 2024 and is due by 1/31/2024.

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

[f] Undivided interest of Property ID 957198 located at 1221 MISTY RIDGE DR, billed 50% to Property ID 957198 and 50% to Property ID 1002606.

<sup>[</sup>c] Outstanding Assessment prior to 1/31/2024 Annual Installment.

			l	mprovement Area #	2-A A	ssessment Roll <sup>[a]</sup>
				Outstanding	Ann	ual Installment Due
Property ID	Lot Type	Notes		Assessment <sup>[b]</sup>		1/31/2024 <sup>[c]</sup>
980813	Non-Benefited Property		\$	-	\$	-
980814	Lot Type 4		\$	29,471.45	\$	1,894.72
980815	Lot Type 4		\$	29,471.45	\$	1,894.72
980816	Lot Type 4		\$	29,471.45	\$	1,894.72
980817	Lot Type 4		\$	29,471.45	\$	1,894.72
980818	Lot Type 4		\$	29,471.45	\$	1,894.72
980819	Lot Type 4		\$	29,471.45	\$	1,894.72
980820	Lot Type 4	Prepaid	\$	-	\$	-
980821	Lot Type 4		\$	29,471.45	\$	1,894.72
980822	Lot Type 4		\$	29,471.45	\$	1,894.72
980823	Lot Type 4		\$	29,471.45	\$	1,894.72
980824	Lot Type 4		\$	29,471.45	\$	1,894.72
980825	Lot Type 4		\$	29,471.45	\$	1,894.72
980826	Lot Type 4		\$	29,471.45	\$	1,894.72
980827	Lot Type 4		\$	29,471.45	\$	1,894.72
980828	Lot Type 4		\$ \$	29,471.45	\$	1,894.72
980829	Lot Type 4		\$	29,471.45	\$	1,894.72
980830	Lot Type 4			29,471.45	\$	1,894.72
980831	Lot Type 4		\$ \$ \$	29,471.45	\$	1,894.72
980832	Lot Type 4		\$	29,471.45	\$	1,894.72
980833	Lot Type 4		\$	29,471.45	\$	1,894.72
980834	Lot Type 4		\$	29,471.45	\$	1,894.72
980835	Lot Type 4		\$	29,471.45	\$	1,894.72
980836	Lot Type 4		\$ \$	29,471.45	\$	1,894.72
980837	Lot Type 4		\$	29,471.45	\$	1,894.72
980838	Lot Type 4		\$	29,471.45	\$	1,894.72
980839	Lot Type 4		\$ \$	29,471.45	\$	1,894.72
980840	Lot Type 4		\$	29,471.45	\$	1,894.72
980841	Lot Type 4		\$	29,471.45	\$	1,894.72
980842	Lot Type 4		\$	29,471.45	\$	1,894.72
980843	Lot Type 4		\$	29,471.45	\$	1,894.72
980844	Lot Type 4		\$	29,471.45	\$	1,894.72
980845	Lot Type 4		\$	29,471.45	\$	1,894.72
980846	Lot Type 4		\$	29,471.45	\$	1,894.72
980847	Lot Type 4		\$	29,471.45	\$	1,894.72
980848	Lot Type 4		\$	29,471.45	\$	1,894.72
980849	Lot Type 4		\$	29,471.45	\$	1,894.72
980850	Lot Type 5		\$	32,418.59	\$	2,084.20
980851	Lot Type 5		\$	32,418.59	\$	2,084.20
980852	Lot Type 5		\$	32,418.59	\$	2,084.20

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

			Improvement Area #2-A Assessment Roll [a]						
				Outstanding	Ann	ual Installment Due			
Property ID	Lot Type	Notes		Assessment <sup>[b]</sup>		1/31/2024 <sup>[c]</sup>			
980853	Lot Type 5		\$	32,418.59	\$	2,084.20			
980854	Lot Type 5		\$	32,418.59	\$	2,084.20			
980855	Lot Type 5		\$	32,418.59	\$	2,084.20			
980856	Lot Type 5		\$	32,418.59	\$	2,084.20			
980857	Lot Type 5		\$	32,418.59	\$	2,084.20			
980858	Lot Type 5		\$	32,418.59	\$	2,084.20			
980859	Lot Type 5		\$	32,418.59	\$	2,084.20			
980860	Lot Type 5		\$	32,418.59	\$	2,084.20			
980861	Lot Type 5		\$	32,418.59	\$	2,084.20			
980862	Lot Type 5		\$	32,418.59	\$	2,084.20			
980863	Lot Type 5		\$	32,418.59	\$	2,084.20			
980864	Lot Type 5		\$	32,418.59	\$	2,084.20			
980865	Lot Type 5		\$	32,418.59	\$	2,084.20			
980866	Lot Type 5		\$	32,418.59	\$	2,084.20			
980867	Lot Type 5		\$	32,418.59	\$	2,084.20			
980868	Lot Type 5		\$	32,418.59	\$	2,084.20			
980869	Lot Type 5		\$	32,418.59	\$	2,084.20			
980870	Lot Type 5		\$	32,418.59	\$	2,084.20			
980871	Lot Type 5		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	32,418.59	\$	2,084.20			
980872	Lot Type 5		\$	32,418.59	\$	2,084.20			
980873	Lot Type 5		\$	32,418.59	\$	2,084.20			
980874	Lot Type 5		\$	32,418.59	\$	2,084.20			
980875	Non-Benefited Property		\$	-	\$	-			
980876	Lot Type 5		\$	32,418.59	\$	2,084.20			
980877	Lot Type 5		\$	32,418.59	\$	2,084.20			
980878	Lot Type 5		\$	32,418.59	\$	2,084.20			
980879	Lot Type 5		\$	32,418.59	\$	2,084.20			
980880	Lot Type 5		\$	32,418.59	\$	2,084.20			
980881	Lot Type 5		\$	32,418.59	\$	2,084.20			
980882	Lot Type 5		\$ \$ \$	32,418.59	\$	2,084.20			
980883	Lot Type 5		\$	32,418.59	\$	2,084.20			
980884	Lot Type 5		\$	32,418.59	\$	2,084.20			
980885	Lot Type 5		\$	32,418.59	\$	2,084.20			
980886	Lot Type 5		\$	32,418.59	\$	2,084.20			
980887	Lot Type 5		\$	32,418.59	\$	2,084.20			
980888	Lot Type 5		\$ \$ \$ \$ \$	32,418.59	\$	2,084.20			
980889	Lot Type 5		\$	32,418.59	\$	2,084.20			
980890	Lot Type 5		\$	32,418.59	\$	2,084.20			
980891	Lot Type 5		\$	32,418.59	\$	2,084.20			
980892	Lot Type 5		\$	32,418.59	\$	2,084.20			
980893	Lot Type 5		\$	32,418.59	\$	2,084.20			
	Total		\$	2,425,500.12	\$	155,935.80			

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

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Installment covers the period September 1, 2023 to August 31, 2024 and is due by 1/31/2024.

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

			Improvement Area #2-B Assessment Roll <sup>[a]</sup>				
				Outstanding	An	nual Installment Due	
Property ID	Lot Type	Notes		Assessment <sup>[b]</sup>		1/31/2024	
68500	Unplatted Residential		\$	2,865,107.79	\$	182,463.19	
980813	Non-Benefited Property		\$	-	\$	-	
983712	Unplatted Residential		\$	936,419.24	\$	59,635.47	
983713	Unplatted Residential		\$	2,113,179.89	\$	134,576.97	
983714	Unplatted Residential		\$	1,345,427.81	\$	85,683.01	
983715	Lot Type Commercial	Prepaid	\$	-	\$	-	
1007189	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007190	Lot Type 6		\$ \$ \$	27,101.29	\$	1,725.93	
1007191	Lot Type 6			27,101.29	\$	1,725.93	
1007192	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007193	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007194	Lot Type 6		\$ \$	27,101.29	\$	1,725.93	
1007195	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007196	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007197	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007198	Lot Type 6			27,101.29	\$	1,725.93	
1007199	Lot Type 6		\$ \$	27,101.29	\$	1,725.93	
1007200	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007201	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007202	Lot Type 6			27,101.29	\$	1,725.93	
1007203	Lot Type 6		\$ \$	27,101.29	\$	1,725.93	
1007204	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007205	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007206	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007207	Lot Type 6			27,101.29	\$	1,725.93	
1007208	Lot Type 6		\$ \$ \$	27,101.29	\$	1,725.93	
1007209	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007210	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007211	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007212	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007213	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007214	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007215	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007216	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007217	Lot Type 6		\$ \$ \$ \$	27,101.29	\$	1,725.93	
1007218	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007219	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007220	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007221	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007222	Lot Type 6		\$	27,101.29	\$	1,725.93	

			I	mprovement Area	#2-B	Assessment Roll <sup>[a]</sup>
				Outstanding	<b>A</b>	
Property ID	Lot Type	Notes		Assessment <sup>[b]</sup>	Anr	nual Installment Due 1/31/2024
1007223	Lot Type 6	Notes	\$	27,101.29	\$	1,725.93
1007224	Lot Type 6		\$	27,101.29	\$	1,725.93
1007225	Lot Type 6		\$	27,101.29	\$	1,725.93
1007226	Lot Type 6		\$	27,101.29	\$	1,725.93
1007227	Lot Type 6		\$	27,101.29	\$	1,725.93
1007228	Lot Type 6		\$	27,101.29	\$	1,725.93
1007229	Lot Type 6		\$	27,101.29	\$	1,725.93
1007230	Lot Type 6		\$	27,101.29	\$	1,725.93
1007231	Lot Type 6		\$	27,101.29	\$	1,725.93
1007232	Lot Type 6		\$	27,101.29	\$	1,725.93
1007233	Lot Type 6		\$	27,101.29	\$	1,725.93
1007234	Lot Type 6		\$	27,101.29	\$	1,725.93
1007235	Lot Type 6		\$	27,101.29	\$	1,725.93
1007236	Lot Type 6		\$	27,101.29	\$	1,725.93
1007237	Lot Type 6		\$	27,101.29	\$	1,725.93
1007238	Lot Type 6		\$	27,101.29	\$	1,725.93
1007239	Lot Type 6		\$	27,101.29	\$	1,725.93
1007240	Lot Type 6		\$	27,101.29	\$	1,725.93
1007241	Lot Type 6		\$	27,101.29	\$	1,725.93
1007242	Lot Type 6		\$	27,101.29	\$	1,725.93
1007243	Lot Type 6		\$	27,101.29	\$	1,725.93
1007244	Lot Type 6		\$	27,101.29	\$	1,725.93
1007245	Lot Type 6		\$	27,101.29	\$	1,725.93
1007246	Lot Type 6		\$	27,101.29	\$	1,725.93
1007247	Lot Type 6		\$	27,101.29	\$	1,725.93
1007248	Lot Type 6		\$	27,101.29	\$	1,725.93
1007249	Lot Type 6		\$	27,101.29	\$	1,725.93
1007250	Lot Type 6		\$	27,101.29	\$	1,725.93
1007251	Lot Type 6		\$	27,101.29	\$	1,725.93
1007285	Lot Type 8		\$	33,123.80	\$	2,109.48
1007286	Lot Type 8		\$	33,123.80	\$	2,109.48
1007287	Lot Type 8		\$	33,123.80	\$	2,109.48
1007288	Lot Type 8		\$	33,123.80	\$	2,109.48
1007289	Lot Type 8		\$	33,123.80	\$	2,109.48
1007290	Lot Type 8		\$	33,123.80	\$	2,109.48
1007291	Lot Type 8		\$	33,123.80	\$	2,109.48
1007292	Lot Type 8		\$	33,123.80	\$	2,109.48
1007293	Lot Type 8		\$	33,123.80	\$	2,109.48
1007294	Lot Type 8		\$	33,123.80	\$	2,109.48
1007295	Lot Type 8		\$	33,123.80	\$	2,109.48

			I	mprovement Area	#2-B	Assessment Roll <sup>[a]</sup>
				Outstanding	A 10 10	
Property ID	Lot Type	Notes		Assessment <sup>[b]</sup>	Ann	nual Installment Due 1/31/2024
1007296	Lot Type 8	Notes	\$	33,123.80	\$	2,109.48
1007297	Lot Type 8		\$	33,123.80	\$	2,109.48
1007298	Lot Type 6		\$	27,101.29	\$	1,725.93
1007299	Lot Type 6		\$	27,101.29	\$	1,725.93
1007300	Lot Type 6		\$	27,101.29	\$	1,725.93
1007301	Lot Type 6		\$	27,101.29	\$	1,725.93
1007302	Lot Type 6		\$	27,101.29	\$	1,725.93
1007303	Lot Type 6		\$	27,101.29	\$	1,725.93
1007304	Lot Type 6		\$	27,101.29	\$	1,725.93
1007305	Lot Type 6		\$	27,101.29	\$	1,725.93
1007306	Lot Type 6		\$	27,101.29	\$	1,725.93
1007307	Lot Type 6		\$	27,101.29	\$	1,725.93
1007308	Lot Type 6		\$	27,101.29	\$	1,725.93
1007309	Lot Type 6		\$	27,101.29	\$	1,725.93
1007310	Lot Type 6		\$	27,101.29	\$	1,725.93
1007311	Lot Type 6		\$	27,101.29	\$	1,725.93
1007312	Lot Type 6		\$	27,101.29	\$	1,725.93
1007313	Lot Type 6		\$	27,101.29	\$	1,725.93
1007314	Lot Type 6		\$	27,101.29	\$	1,725.93
1007315	Lot Type 6		\$	27,101.29	\$	1,725.93
1007316	Lot Type 6		\$	27,101.29	\$	1,725.93
1007317	Lot Type 6		\$	27,101.29	\$	1,725.93
1007318	Lot Type 6		\$	27,101.29	\$	1,725.93
1007319	Lot Type 6		\$	27,101.29	\$	1,725.93
1007320	Lot Type 6		\$	27,101.29	\$	1,725.93
1007321	Lot Type 6		\$	27,101.29	\$	1,725.93
1007322	Lot Type 6		\$	27,101.29	\$	1,725.93
1007323	Lot Type 6		\$	27,101.29	\$	1,725.93
1007324	Lot Type 6		\$	27,101.29	\$	1,725.93
1007325	Lot Type 6		\$	27,101.29	\$	1,725.93
1007326	Lot Type 6		\$	27,101.29	\$	1,725.93
1007327	Lot Type 6		\$	27,101.29	\$	1,725.93
1007328	Lot Type 6		\$	27,101.29	\$	1,725.93
1007329	Lot Type 6		\$	27,101.29	\$	1,725.93
1007330	Lot Type 6		\$	27,101.29	\$	1,725.93
1007331	Lot Type 6		\$	27,101.29	\$	1,725.93
1007332	Lot Type 6		\$	27,101.29	\$	1,725.93
1007333	Lot Type 6		\$	27,101.29	\$	1,725.93
1007334	Lot Type 6		\$	27,101.29	\$	1,725.93
1007335	Lot Type 6		\$	27,101.29	\$	1,725.93

			Improvement Area #2-B Assessment Roll <sup>[a]</sup>				
				Outstanding	۸nr	nual Installment Due	
Property ID	Lot Type	Notes		Assessment <sup>[b]</sup>	AIII	1/31/2024	
1007336	Lot Type 6	Notes	\$	27,101.29	\$	1,725.93	
1007337	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007338	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007339	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007340	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007341	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007342	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007343	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007344	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007345	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007346	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007347	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007348	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007349	Non-Benefited Property		\$	-	\$	-	
1007350	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007351	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007352	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007353	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007354	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007355	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007356	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007357	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007358	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007359	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007360	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007361	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007362	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007363	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007364	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007365	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007366	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007367	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007368	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007369	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007370	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007371	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007372	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007373	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007374	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007375	Lot Type 6		\$	27,101.29	\$	1,725.93	

			I	mprovement Area	#2-B	Assessment Roll <sup>[a]</sup>
				Outstanding	A	
Property ID	Lot Type	Notes		Assessment <sup>[b]</sup>	Anr	nual Installment Due 1/31/2024
1007376	Lot Type 6	Notes	\$	27,101.29	\$	1,725.93
1007377	Lot Type 6		\$	27,101.29	\$	1,725.93
1007378	Lot Type 6		\$	27,101.29	\$	1,725.93
1007379	Lot Type 6		\$	27,101.29	\$	1,725.93
1007380	Lot Type 6		\$	27,101.29	\$	1,725.93
1007381	Lot Type 6		\$	27,101.29	\$	1,725.93
1007382	Lot Type 6		\$	27,101.29	\$	1,725.93
1007383	Lot Type 6		\$	27,101.29	\$	1,725.93
1007384	Lot Type 6		\$	27,101.29	\$	1,725.93
1007385	Lot Type 6		\$	27,101.29	\$	1,725.93
1007386	Lot Type 6		\$	27,101.29	\$	1,725.93
1007387	Lot Type 6		\$	27,101.29	\$	1,725.93
1007388	Lot Type 6		\$	27,101.29	\$	1,725.93
1007389	Lot Type 6		\$	27,101.29	\$	1,725.93
1007390	Lot Type 6		\$	27,101.29	\$	1,725.93
1007391	Lot Type 6		\$	27,101.29	\$	1,725.93
1007392	Lot Type 6		\$	27,101.29	\$	1,725.93
1007393	Lot Type 6		\$	27,101.29	\$	1,725.93
1007394	Lot Type 6		\$	27,101.29	\$	1,725.93
1007395	Lot Type 6		\$	27,101.29	\$	1,725.93
1007396	Lot Type 6		\$	27,101.29	\$	1,725.93
1007397	Lot Type 6		\$	27,101.29	\$	1,725.93
1007398	Lot Type 6		\$	27,101.29	\$	1,725.93
1007399	Lot Type 6		\$	27,101.29	\$	1,725.93
1007400	Lot Type 6		\$	27,101.29	\$	1,725.93
1007401	Lot Type 6		\$	27,101.29	\$	1,725.93
1007402	Lot Type 6		\$	27,101.29	\$	1,725.93
1007403	Lot Type 6		\$	27,101.29	\$	1,725.93
1007404	Lot Type 6		\$	27,101.29	\$	1,725.93
1007405	Lot Type 6		\$	27,101.29	\$	1,725.93
1007406	Lot Type 6		\$	27,101.29	\$	1,725.93
1007407	Lot Type 6		\$	27,101.29	\$	1,725.93
1007408	Lot Type 6		\$	27,101.29	\$	1,725.93
1007409	Lot Type 6		\$	27,101.29	\$	1,725.93
1007410	Lot Type 6		\$	27,101.29	\$	1,725.93
1007411	Lot Type 6		\$	27,101.29	\$	1,725.93
1007412	Lot Type 6		\$	27,101.29	\$	1,725.93
1007413	Non-Benefited Property		\$	-	\$	-
1007414	Non-Benefited Property		\$	-	\$	-
1007415	Lot Type 6		\$	27,101.29	\$	1,725.93

			mprovement Area	#2-B	Assessment Roll <sup>[a]</sup>
			Outstanding	A	
Property ID	Lot Type	Notes	Assessment <sup>[b]</sup>	Anr	nual Installment Due 1/31/2024
1007416	Lot Type 6	Notes	\$ 27,101.29	\$	1,725.93
1007417	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007418	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007419	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007420	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007421	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007422	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007423	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007424	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007425	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007426	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007427	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007428	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007429	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007430	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007431	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007432	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007433	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007434	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007435	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007436	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007437	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007438	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007439	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007440	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007441	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007442	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007443	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007444	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007445	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007446	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007447	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007448	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007449	Non-Benefited Property		\$ -	\$	-
1007450	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007451	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007452	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007453	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007454	Lot Type 6		\$ 27,101.29	\$	1,725.93
1007455	Lot Type 6		\$ 27,101.29	\$	1,725.93

			I	mprovement Area	#2-B	Assessment Roll <sup>[a]</sup>
				Outstanding	<b>A</b>	
Property ID	Lot Type	Notes		Assessment <sup>[b]</sup>	Anr	nual Installment Due 1/31/2024
1007456	Lot Type 6	Notes	\$	27,101.29	\$	1,725.93
1007457	Lot Type 6		\$	27,101.29	\$	1,725.93
1007458	Lot Type 6		\$	27,101.29	\$	1,725.93
1007459	Lot Type 6		\$	27,101.29	\$	1,725.93
1007460	Lot Type 6		\$	27,101.29	\$	1,725.93
1007463	Lot Type 7		\$	30,112.55	\$	1,917.70
1007464	Lot Type 7		\$	30,112.55	\$	1,917.70
1007465	Lot Type 7		\$	30,112.55	\$	1,917.70
1007466	Lot Type 7		\$	30,112.55	\$	1,917.70
1007467	Lot Type 7		\$	30,112.55	\$	1,917.70
1007468	Lot Type 7		\$	30,112.55	\$	1,917.70
1007469	Lot Type 7		\$	30,112.55	\$	1,917.70
1007470	Lot Type 7		\$	30,112.55	\$	1,917.70
1007471	Lot Type 7		\$	30,112.55	\$	1,917.70
1007472	Lot Type 7		\$	30,112.55	\$	1,917.70
1007473	Lot Type 6		\$	27,101.29	\$	1,725.93
1007474	Lot Type 6		\$	27,101.29	\$	1,725.93
1007475	Lot Type 6		\$	27,101.29	\$	1,725.93
1007476	Lot Type 6		\$	27,101.29	\$	1,725.93
1007477	Lot Type 6		\$	27,101.29	\$	1,725.93
1007478	Lot Type 6		\$	27,101.29	\$	1,725.93
1007479	Lot Type 6		\$	27,101.29	\$	1,725.93
1007480	Lot Type 6		\$	27,101.29	\$	1,725.93
1007481	Lot Type 6		\$	27,101.29	\$	1,725.93
1007482	Lot Type 6		\$	27,101.29	\$	1,725.93
1007486	Lot Type 8		\$	33,123.80	\$	2,109.48
1007487	Lot Type 8		\$	33,123.80	\$	2,109.48
1007488	Lot Type 8		\$	33,123.80	\$	2,109.48
1007489	Lot Type 8		\$	33,123.80	\$	2,109.48
1007490	Lot Type 8		\$	33,123.80	\$	2,109.48
1007491	Lot Type 8		\$	33,123.80	\$	2,109.48
1007492	Lot Type 8		\$	33,123.80	\$	2,109.48
1007493	Lot Type 8		\$	33,123.80	\$	2,109.48
1007494	Lot Type 6		\$	27,101.29	\$	1,725.93
1007495	Non-Benefited Property		\$	-	\$	-
1007496	Lot Type 6		\$	27,101.29	\$	1,725.93
1007497	Lot Type 6		\$	27,101.29	\$	1,725.93
1007498	Lot Type 6		\$	27,101.29	\$	1,725.93
1007499	Lot Type 6		\$	27,101.29	\$	1,725.93
1007500	Lot Type 6		\$	27,101.29	\$	1,725.93

			Improvement Area #2-B Assessment Roll <sup>[a]</sup>				
Property ID	Lot Type	Notes		Outstanding Assessment <sup>[b]</sup>	An	nual Installment Due 1/31/2024	
1007501	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007502	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007503	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007504	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007505	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007506	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007507	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007508	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007509	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007510	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007511	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007512	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007513	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007514	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007515	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007516	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007517	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007518	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007519	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007520	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007521	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007522	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007523	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007524	Lot Type 6		\$	27,101.29	\$	1,725.93	
1007525	Non-Benefited Property		\$	-	\$	-	
1007526	Non-Benefited Property		\$	-	\$	-	
1009035	Lot Type Commercial		\$	279,710.60	\$	17,813.25	
1009037	Lot Type Commercial		\$	1,008,391.18	\$	64,218.97	
1012733	Lot Type Commercial	Prepaid	\$	-	\$	-	
1013353	Lot Type Commercial	Prepaid	\$	-	\$	-	
	Total		\$	16,645,500.00	\$	1,060,060.59	

[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 1/31/2024 Annual Installment.

			Major Improvement A	Area /	Assessment Roll <sup>[a]</sup>
			Outstanding		nual Installment Due
Property ID	Lot Type	Notes	Assessment <sup>[b],[d]</sup>		1/31/2024 <sup>[c],[d]</sup>
68268	FIA	[e]	\$ 895,939.05	\$	74,357.21
68270	FIA	[e]	\$ 21,309.54	\$	1,768.56
68277	FIA	[e]	\$ 329,823.88	\$	27,373.27
68287	FIA	[e]	\$ 15,547.27	\$	1,290.32
68500	Unplatted Residential		\$ 590,083.72	\$	48,973.17
68871	FIA	[e]	\$ 15,221.10	\$	1,263.25
68872	FIA	[e]	\$ 43,488.86	\$	3,609.30
112528	FIA	[e]	\$ 183,267.50	\$	15,210.03
147863	FIA	[e]	\$ 244,624.85	\$	20,302.30
147864	FIA	[e]	\$ 430,539.73	\$	35,732.04
980813	Non-Benefited Property		\$ -	\$	-
980814	Lot Type 4		\$ 6,201.84	\$	514.71
980815	Lot Type 4		\$ 6,201.84	\$	514.71
980816	Lot Type 4		\$ 6,201.84	\$	514.71
980817	Lot Type 4		\$ 6,201.84	\$	514.71
980818	Lot Type 4		\$ 6,201.84	\$	514.71
980819	Lot Type 4		\$ 6,201.84	\$	514.71
980820	Lot Type 4	Prepaid	\$ -	\$	-
980821	Lot Type 4		\$ 6,201.84	\$	514.71
980822	Lot Type 4		\$ 6,201.84	\$	514.71
980823	Lot Type 4		\$ 6,201.84	\$	514.71
980824	Lot Type 4		\$ 6,201.84	\$	514.71
980825	Lot Type 4		\$ 6,201.84	\$	514.71
980826	Lot Type 4		\$ 6,201.84	\$	514.71
980827	Lot Type 4		\$ 6,201.84	\$	514.71
980828	Lot Type 4		\$ 6,201.84	\$	514.71
980829	Lot Type 4		\$ 6,201.84	\$	514.71
980830	Lot Type 4		\$ 6,201.84	\$	514.71
980831	Lot Type 4		\$ 6,201.84	\$	514.71
980832	Lot Type 4		\$ 6,201.84	\$	514.71
980833	Lot Type 4		\$ 6,201.84	\$	514.71
980834	Lot Type 4		\$ 6,201.84	\$	514.71
980835	Lot Type 4		\$ 6,201.84	\$	514.71
980836	Lot Type 4		\$ 6,201.84	\$	514.71
980837	Lot Type 4		\$ 6,201.84	\$	514.71
980838	Lot Type 4		\$ 6,201.84	\$	514.71
980839	Lot Type 4		\$ 6,201.84	\$	514.71
980840	Lot Type 4		\$ 6,201.84	\$	514.71
980841	Lot Type 4		\$ 6,201.84	\$	514.71
980842	Lot Type 4		\$ 6,201.84	\$	514.71

# EXHIBIT A-4 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

			Major Improvement Area Assessment Roll <sup>[a]</sup>				
				Outstanding	Annual I	nstallment Due	
Property ID	Lot Type	Notes		Assessment <sup>[b],[d]</sup>	1/3:	1/2024 <sup>[c],[d]</sup>	
980843	Lot Type 4		\$	6,201.84	\$	514.71	
980844	Lot Type 4		\$	6,201.84	\$	514.71	
980845	Lot Type 4		\$	6,201.84	\$	514.71	
980846	Lot Type 4		\$	6,201.84	\$	514.71	
980847	Lot Type 4		\$	6,201.84	\$	514.71	
980848	Lot Type 4		\$	6,201.84	\$	514.71	
980849	Lot Type 4		\$	6,201.84	\$	514.71	
980850	Lot Type 5		\$	6,822.03	\$	566.18	
980851	Lot Type 5		\$	6,822.03	\$	566.18	
980852	Lot Type 5		\$	6,822.03	\$	566.18	
980853	Lot Type 5		\$	6,822.03	\$	566.18	
980854	Lot Type 5		\$	6,822.03	\$	566.18	
980855	Lot Type 5		\$	6,822.03	\$	566.18	
980856	Lot Type 5		\$	6,822.03	\$	566.18	
980857	Lot Type 5		\$	6,822.03	\$	566.18	
980858	Lot Type 5		\$	6,822.03	\$	566.18	
980859	Lot Type 5		\$	6,822.03	\$	566.18	
980860	Lot Type 5		\$	6,822.03	\$	566.18	
980861	Lot Type 5		\$	6,822.03	\$	566.18	
980862	Lot Type 5		\$	6,822.03	\$	566.18	
980863	Lot Type 5		\$	6,822.03	\$	566.18	
980864	Lot Type 5		\$	6,822.03	\$	566.18	
980865	Lot Type 5		\$	6,822.03	\$	566.18	
980866	Lot Type 5		\$	6,822.03	\$	566.18	
980867	Lot Type 5		\$	6,822.03	\$	566.18	
980868	Lot Type 5		\$	6,822.03	\$	566.18	
980869	Lot Type 5		\$	6,822.03	\$	566.18	
980870	Lot Type 5		\$	6,822.03	\$	566.18	
980871	Lot Type 5		\$	6,822.03	\$	566.18	
980872	Lot Type 5		\$	6,822.03	\$	566.18	
980873	Lot Type 5		\$	6,822.03	\$	566.18	
980874	Lot Type 5		\$	6,822.03	\$	566.18	
980875	Non-Benefited Property		\$	-	\$	-	
980876	Lot Type 5		\$	6,822.03	\$	566.18	
980877	Lot Type 5		\$	6,822.03	\$	566.18	
980878	Lot Type 5		\$	6,822.03	\$	566.18	
980879	Lot Type 5		\$	6,822.03	\$	566.18	
980880	Lot Type 5		\$	6,822.03	\$	566.18	
980881	Lot Type 5		\$	6,822.03	\$	566.18	
980882	Lot Type 5		\$	6,822.03	\$	566.18	

			Major Improvement Area Assessment Roll <sup>[a]</sup>			
				Outstanding	Annual Installment Du	
Property ID	Lot Type	Notes		Assessment <sup>[b],[d]</sup>	1	/31/2024 <sup>[c],[d]</sup>
980883	Lot Type 5		\$	6,822.03	\$	566.18
980884	Lot Type 5		\$	6,822.03	\$	566.18
980885	Lot Type 5		\$	6,822.03	\$	566.18
980886	Lot Type 5		\$	6,822.03	\$	566.18
980887	Lot Type 5		\$	6,822.03	\$	566.18
980888	Lot Type 5		\$	6,822.03	\$	566.18
980889	Lot Type 5		\$	6,822.03	\$	566.18
980890	Lot Type 5		\$	6,822.03	\$	566.18
980891	Lot Type 5		\$	6,822.03	\$	566.18
980892	Lot Type 5		\$	6,822.03	\$	566.18
980893	Lot Type 5		\$	6,822.03	\$	566.18
983712	Unplatted Residential		\$	192,860.37	\$	16,006.18
983713	Unplatted Residential		\$	435,220.29	\$	36,120.50
983714	Unplatted Residential		\$	277,097.79	\$	22,997.34
983715	Lot Type Commercial	Prepaid	\$	-	\$	-
1007189	Lot Type 6		\$	5,581.65	\$	463.24
1007190	Lot Type 6		\$	5,581.65	\$	463.24
1007191	Lot Type 6		\$	5,581.65	\$	463.24
1007192	Lot Type 6		\$	5,581.65	\$	463.24
1007193	Lot Type 6		\$	5,581.65	\$	463.24
1007194	Lot Type 6		\$	5,581.65	\$	463.24
1007195	Lot Type 6		\$	5,581.65	\$	463.24
1007196	Lot Type 6		\$	5,581.65	\$	463.24
1007197	Lot Type 6		\$	5,581.65	\$	463.24
1007198	Lot Type 6		\$	5,581.65	\$	463.24
1007199	Lot Type 6		\$	5,581.65	\$	463.24
1007200	Lot Type 6		\$	5,581.65	\$	463.24
1007201	Lot Type 6		\$	5,581.65	\$	463.24
1007202	Lot Type 6		\$	5,581.65	\$	463.24
1007203	Lot Type 6		\$	5,581.65	\$	463.24
1007204	Lot Type 6		\$	5,581.65	\$	463.24
1007205	Lot Type 6		\$	5,581.65	\$	463.24
1007206	Lot Type 6		\$	5,581.65	\$	463.24
1007207	Lot Type 6		\$	5,581.65	\$	463.24
1007208	Lot Type 6		\$	5,581.65	\$	463.24
1007209	Lot Type 6		\$	5,581.65	\$	463.24
1007210	Lot Type 6		\$	5,581.65	\$	463.24
1007211	Lot Type 6		\$	5,581.65	\$	463.24
1007212	Lot Type 6		\$	5,581.65	\$	463.24
1007213	Lot Type 6		\$	5,581.65	\$	463.24

			Major Improvement A	Area A	ssessment Roll <sup>[a]</sup>
			Outstanding		ual Installment Due
Property ID	Lot Type	Notes	Assessment <sup>[b],[d]</sup>		1/31/2024 <sup>[c],[d]</sup>
1007214	Lot Type 6		\$ 5,581.65	\$	463.24
1007215	Lot Type 6		\$ 5,581.65	\$	463.24
1007216	Lot Type 6		\$ 5,581.65	\$	463.24
1007217	Lot Type 6		\$ 5,581.65	\$	463.24
1007218	Lot Type 6		\$ 5,581.65	\$	463.24
1007219	Lot Type 6		\$ 5,581.65	\$	463.24
1007220	Lot Type 6		\$ 5,581.65	\$	463.24
1007221	Lot Type 6		\$ 5,581.65	\$	463.24
1007222	Lot Type 6		\$ 5,581.65	\$	463.24
1007223	Lot Type 6		\$ 5,581.65	\$	463.24
1007224	Lot Type 6		\$ 5,581.65	\$	463.24
1007225	Lot Type 6		\$ 5,581.65	\$	463.24
1007226	Lot Type 6		\$ 5,581.65	\$	463.24
1007227	Lot Type 6		\$ 5,581.65	\$	463.24
1007228	Lot Type 6		\$ 5,581.65	\$	463.24
1007229	Lot Type 6		\$ 5,581.65	\$	463.24
1007230	Lot Type 6		\$ 5,581.65	\$	463.24
1007231	Lot Type 6		\$ 5,581.65	\$	463.24
1007232	Lot Type 6		\$ 5,581.65	\$	463.24
1007233	Lot Type 6		\$ 5,581.65	\$	463.24
1007234	Lot Type 6		\$ 5,581.65	\$	463.24
1007235	Lot Type 6		\$ 5,581.65	\$	463.24
1007236	Lot Type 6		\$ 5,581.65	\$	463.24
1007237	Lot Type 6		\$ 5,581.65	\$	463.24
1007238	Lot Type 6		\$ 5,581.65	\$	463.24
1007239	Lot Type 6		\$ 5,581.65	\$	463.24
1007240	Lot Type 6		\$ 5,581.65	\$	463.24
1007241	Lot Type 6		\$ 5,581.65	\$	463.24
1007242	Lot Type 6		\$ 5,581.65	\$	463.24
1007243	Lot Type 6		\$ 5,581.65	\$	463.24
1007244	Lot Type 6		\$ 5,581.65	\$	463.24
1007245	Lot Type 6		\$ 5,581.65	\$	463.24
1007246	Lot Type 6		\$ 5,581.65	\$	463.24
1007247	Lot Type 6		\$ 5,581.65	\$	463.24
1007248	Lot Type 6		\$ 5,581.65	\$	463.24
1007249	Lot Type 6		\$ 5,581.65	\$	463.24
1007250	Lot Type 6		\$ 5,581.65	\$	463.24
1007251	Lot Type 6		\$ 5,581.65	\$	463.24
1007285	Lot Type 8		\$ 6,822.02	\$	566.18
1007286	Lot Type 8		\$ 6,822.02	\$	566.18

			Major Improvement A	rea Ass	essment Roll <sup>[a]</sup>
			Outstanding	Annua	Installment Due
Property ID	Lot Type	Notes	Assessment <sup>[b],[d]</sup>	1/	31/2024 <sup>[c],[d]</sup>
1007287	Lot Type 8		\$ 6,822.02	\$	566.18
1007288	Lot Type 8		\$ 6,822.02	\$	566.18
1007289	Lot Type 8		\$ 6,822.02	\$	566.18
1007290	Lot Type 8		\$ 6,822.02	\$	566.18
1007291	Lot Type 8		\$ 6,822.02	\$	566.18
1007292	Lot Type 8		\$ 6,822.02	\$	566.18
1007293	Lot Type 8		\$ 6,822.02	\$	566.18
1007294	Lot Type 8		\$ 6,822.02	\$	566.18
1007295	Lot Type 8		\$ 6,822.02	\$	566.18
1007296	Lot Type 8		\$ 6,822.02	\$	566.18
1007297	Lot Type 8		\$ 6,822.02	\$	566.18
1007298	Lot Type 6		\$ 5,581.65	\$	463.24
1007299	Lot Type 6		\$ 5,581.65	\$	463.24
1007300	Lot Type 6		\$ 5,581.65	\$	463.24
1007301	Lot Type 6		\$ 5,581.65	\$	463.24
1007302	Lot Type 6		\$ 5,581.65	\$	463.24
1007303	Lot Type 6		\$ 5,581.65	\$	463.24
1007304	Lot Type 6		\$ 5,581.65	\$	463.24
1007305	Lot Type 6		\$ 5,581.65	\$	463.24
1007306	Lot Type 6		\$ 5,581.65	\$	463.24
1007307	Lot Type 6		\$ 5,581.65	\$	463.24
1007308	Lot Type 6		\$ 5,581.65	\$	463.24
1007309	Lot Type 6		\$ 5,581.65	\$	463.24
1007310	Lot Type 6		\$ 5,581.65	\$	463.24
1007311	Lot Type 6		\$ 5,581.65	\$	463.24
1007312	Lot Type 6		\$ 5,581.65	\$	463.24
1007313	Lot Type 6		\$ 5,581.65	\$	463.24
1007314	Lot Type 6		\$ 5,581.65	\$	463.24
1007315	Lot Type 6		\$ 5,581.65	\$	463.24
1007316	Lot Type 6		\$ 5,581.65	\$	463.24
1007317	Lot Type 6		\$ 5,581.65	\$	463.24
1007318	Lot Type 6		\$ 5,581.65	\$	463.24
1007319	Lot Type 6		\$ 5,581.65	\$	463.24
1007320	Lot Type 6		\$ 5,581.65	\$	463.24
1007321	Lot Type 6		\$ 5,581.65	\$	463.24
1007322	Lot Type 6		\$ 5,581.65	\$	463.24
1007323	Lot Type 6		\$ 5,581.65	\$	463.24
1007324	Lot Type 6		\$ 5,581.65	\$	463.24
1007325	Lot Type 6		\$ 5,581.65	\$	463.24
1007326	Lot Type 6		\$ 5,581.65	\$	463.24

			Major Improvement A	Area Ass	essment Roll <sup>[a]</sup>
			Outstanding		I Installment Due
Property ID	Lot Type	Notes	Assessment <sup>[b],[d]</sup>	1/	<b>/31/2024</b> <sup>[c],[d]</sup>
1007327	Lot Type 6		\$ 5,581.65	\$	463.24
1007328	Lot Type 6		\$ 5,581.65	\$	463.24
1007329	Lot Type 6		\$ 5,581.65	\$	463.24
1007330	Lot Type 6		\$ 5,581.65	\$	463.24
1007331	Lot Type 6		\$ 5,581.65	\$	463.24
1007332	Lot Type 6		\$ 5,581.65	\$	463.24
1007333	Lot Type 6		\$ 5,581.65	\$	463.24
1007334	Lot Type 6		\$ 5,581.65	\$	463.24
1007335	Lot Type 6		\$ 5,581.65	\$	463.24
1007336	Lot Type 6		\$ 5,581.65	\$	463.24
1007337	Lot Type 6		\$ 5,581.65	\$	463.24
1007338	Lot Type 6		\$ 5,581.65	\$	463.24
1007339	Lot Type 6		\$ 5,581.65	\$	463.24
1007340	Lot Type 6		\$ 5,581.65	\$	463.24
1007341	Lot Type 6		\$ 5,581.65	\$	463.24
1007342	Lot Type 6		\$ 5,581.65	\$	463.24
1007343	Lot Type 6		\$ 5,581.65	\$	463.24
1007344	Lot Type 6		\$ 5,581.65	\$	463.24
1007345	Lot Type 6		\$ 5,581.65	\$	463.24
1007346	Lot Type 6		\$ 5,581.65	\$	463.24
1007347	Lot Type 6		\$ 5,581.65	\$	463.24
1007348	Lot Type 6		\$ 5,581.65	\$	463.24
1007349	Non-Benefited Property		\$ -	\$	-
1007350	Lot Type 6		\$ 5,581.65	\$	463.24
1007351	Lot Type 6		\$ 5,581.65	\$	463.24
1007352	Lot Type 6		\$ 5,581.65	\$	463.24
1007353	Lot Type 6		\$ 5,581.65	\$	463.24
1007354	Lot Type 6		\$ 5,581.65	\$	463.24
1007355	Lot Type 6		\$ 5,581.65	\$	463.24
1007356	Lot Type 6		\$ 5,581.65	\$	463.24
1007357	Lot Type 6		\$ 5,581.65	\$	463.24
1007358	Lot Type 6		\$ 5,581.65	\$	463.24
1007359	Lot Type 6		\$ 5,581.65	\$	463.24
1007360	Lot Type 6		\$ 5,581.65	\$	463.24
1007361	Lot Type 6		\$ 5,581.65	\$	463.24
1007362	Lot Type 6		\$ 5,581.65	\$	463.24
1007363	Lot Type 6		\$ 5,581.65	\$	463.24
1007364	Lot Type 6		\$ 5,581.65	\$	463.24
1007365	Lot Type 6		\$ 5,581.65	\$	463.24
1007366	Lot Type 6		\$ 5,581.65	\$	463.24

			Major Improvement A	Area Asse	essment Roll <sup>[a]</sup>
			Outstanding		Installment Due
Property ID	Lot Type	Notes	Assessment <sup>[b],[d]</sup>	1/3	31/2024 <sup>[c],[d]</sup>
1007367	Lot Type 6		\$ 5,581.65	\$	463.24
1007368	Lot Type 6		\$ 5,581.65	\$	463.24
1007369	Lot Type 6		\$ 5,581.65	\$	463.24
1007370	Lot Type 6		\$ 5,581.65	\$	463.24
1007371	Lot Type 6		\$ 5,581.65	\$	463.24
1007372	Lot Type 6		\$ 5,581.65	\$	463.24
1007373	Lot Type 6		\$ 5,581.65	\$	463.24
1007374	Lot Type 6		\$ 5,581.65	\$	463.24
1007375	Lot Type 6		\$ 5,581.65	\$	463.24
1007376	Lot Type 6		\$ 5,581.65	\$	463.24
1007377	Lot Type 6		\$ 5,581.65	\$	463.24
1007378	Lot Type 6		\$ 5,581.65	\$	463.24
1007379	Lot Type 6		\$ 5,581.65	\$	463.24
1007380	Lot Type 6		\$ 5,581.65	\$	463.24
1007381	Lot Type 6		\$ 5,581.65	\$	463.24
1007382	Lot Type 6		\$ 5,581.65	\$	463.24
1007383	Lot Type 6		\$ 5,581.65	\$	463.24
1007384	Lot Type 6		\$ 5,581.65	\$	463.24
1007385	Lot Type 6		\$ 5,581.65	\$	463.24
1007386	Lot Type 6		\$ 5,581.65	\$	463.24
1007387	Lot Type 6		\$ 5,581.65	\$	463.24
1007388	Lot Type 6		\$ 5,581.65	\$	463.24
1007389	Lot Type 6		\$ 5,581.65	\$	463.24
1007390	Lot Type 6		\$ 5,581.65	\$	463.24
1007391	Lot Type 6		\$ 5,581.65	\$	463.24
1007392	Lot Type 6		\$ 5,581.65	\$	463.24
1007393	Lot Type 6		\$ 5,581.65	\$	463.24
1007394	Lot Type 6		\$ 5,581.65	\$	463.24
1007395	Lot Type 6		\$ 5,581.65	\$	463.24
1007396	Lot Type 6		\$ 5,581.65	\$	463.24
1007397	Lot Type 6		\$ 5,581.65	\$	463.24
1007398	Lot Type 6		\$ 5,581.65	\$	463.24
1007399	Lot Type 6		\$ 5,581.65	\$	463.24
1007400	Lot Type 6		\$ 5,581.65	\$	463.24
1007401	Lot Type 6		\$ 5,581.65	\$	463.24
1007402	Lot Type 6		\$ 5,581.65	\$	463.24
1007403	Lot Type 6		\$ 5,581.65	\$	463.24
1007404	Lot Type 6		\$ 5,581.65	\$	463.24
1007405	Lot Type 6		\$ 5,581.65	\$	463.24
1007406	Lot Type 6		\$ 5,581.65	\$	463.24

			Major Improvement Area Assessment Roll <sup>[a]</sup>				
				Outstanding	Annual Installme	nt Due	
Property ID	Lot Type	Notes		Assessment <sup>[b],[d]</sup>	1/31/2024 <sup>[c]</sup>	,[d]	
1007407	Lot Type 6		\$	5,581.65		463.24	
1007408	Lot Type 6		\$	5,581.65	\$	463.24	
1007409	Lot Type 6		\$	5,581.65	\$	463.24	
1007410	Lot Type 6		\$	5,581.65	\$	463.24	
1007411	Lot Type 6		\$	5,581.65	\$	463.24	
1007412	Lot Type 6		\$	5,581.65	\$	463.24	
1007413	Non-Benefited Property		\$	-	\$	-	
1007414	Non-Benefited Property		\$	-	\$	-	
1007415	Lot Type 6		\$	5,581.65	\$	463.24	
1007416	Lot Type 6		\$	5,581.65	\$	463.24	
1007417	Lot Type 6		\$	5,581.65	\$	463.24	
1007418	Lot Type 6		\$	5,581.65	\$	463.24	
1007419	Lot Type 6		\$	5,581.65	\$	463.24	
1007420	Lot Type 6		\$	5,581.65	\$	463.24	
1007421	Lot Type 6		\$	5,581.65	\$	463.24	
1007422	Lot Type 6		\$	5,581.65	\$	463.24	
1007423	Lot Type 6		\$	5,581.65	\$	463.24	
1007424	Lot Type 6		\$	5,581.65	\$	463.24	
1007425	Lot Type 6		\$	5,581.65	\$	463.24	
1007426	Lot Type 6		\$	5,581.65	\$	463.24	
1007427	Lot Type 6		\$	5,581.65	\$	463.24	
1007428	Lot Type 6		\$	5,581.65	\$	463.24	
1007429	Lot Type 6		\$	5,581.65	\$	463.24	
1007430	Lot Type 6		\$	5,581.65	\$	463.24	
1007431	Lot Type 6		\$	5,581.65	\$	463.24	
1007432	Lot Type 6		\$	5,581.65	\$	463.24	
1007433	Lot Type 6		\$	5,581.65	\$	463.24	
1007434	Lot Type 6		\$	5,581.65	\$	463.24	
1007435	Lot Type 6		\$	5,581.65	\$	463.24	
1007436	Lot Type 6		\$	5,581.65	\$	463.24	
1007437	Lot Type 6		\$	5,581.65	\$	463.24	
1007438	Lot Type 6		\$	5,581.65	\$	463.24	
1007439	Lot Type 6		\$	5,581.65	\$	463.24	
1007440	Lot Type 6		\$	5,581.65	\$	463.24	
1007441	Lot Type 6		\$	5,581.65	\$	463.24	
1007442	Lot Type 6		\$	5,581.65		463.24	
1007443	Lot Type 6		\$	5,581.65	\$	463.24	
1007444	Lot Type 6		\$	5,581.65	\$	463.24	
1007445	Lot Type 6		\$	5,581.65		463.24	
1007446	Lot Type 6		\$	5,581.65		463.24	

			Major Improvement Area Assessment Roll <sup>[a]</sup>			
				Outstanding	Annual Installment Due	
Property ID	Lot Type	Notes		Assessment <sup>[b],[d]</sup>	1/31/	2024 <sup>[c],[d]</sup>
1007447	Lot Type 6		\$	5,581.65	\$	463.24
1007448	Lot Type 6		\$	5,581.65	\$	463.24
1007449	Non-Benefited Property		\$	-	\$	-
1007450	Lot Type 6		\$	5,581.65	\$	463.24
1007451	Lot Type 6		\$	5,581.65	\$	463.24
1007452	Lot Type 6		\$	5,581.65	\$	463.24
1007453	Lot Type 6		\$	5,581.65	\$	463.24
1007454	Lot Type 6		\$	5,581.65	\$	463.24
1007455	Lot Type 6		\$	5,581.65	\$	463.24
1007456	Lot Type 6		\$	5,581.65	\$	463.24
1007457	Lot Type 6		\$	5,581.65	\$	463.24
1007458	Lot Type 6		\$	5,581.65	\$	463.24
1007459	Lot Type 6		\$	5,581.65	\$	463.24
1007460	Lot Type 6		\$	5,581.65	\$	463.24
1007463	Lot Type 7		\$	6,201.83	\$	514.71
1007464	Lot Type 7		\$	6,201.83	\$	514.71
1007465	Lot Type 7		\$	6,201.83	\$	514.71
1007466	Lot Type 7		\$	6,201.83	\$	514.71
1007467	Lot Type 7		\$	6,201.83	\$	514.71
1007468	Lot Type 7		\$	6,201.83	\$	514.71
1007469	Lot Type 7		\$	6,201.83	\$	514.71
1007470	Lot Type 7		\$	6,201.83	\$	514.71
1007471	Lot Type 7		\$	6,201.83	\$	514.71
1007472	Lot Type 7		\$	6,201.83	\$	514.71
1007473	Lot Type 6		\$	5,581.65	\$	463.24
1007474	Lot Type 6		\$	5,581.65	\$	463.24
1007475	Lot Type 6		\$	5,581.65	\$	463.24
1007476	Lot Type 6		\$	5,581.65	\$	463.24
1007477	Lot Type 6		\$	5,581.65	\$	463.24
1007478	Lot Type 6		\$	5,581.65	\$	463.24
1007479	Lot Type 6		\$	5,581.65	\$	463.24
1007480	Lot Type 6		\$	5,581.65	\$	463.24
1007481	Lot Type 6		\$	5,581.65	\$	463.24
1007482	Lot Type 6		\$	5,581.65	\$	463.24
1007486	Lot Type 8		\$	6,822.02	\$	566.18
1007487	Lot Type 8		\$	6,822.02	\$	566.18
1007488	Lot Type 8		\$	6,822.02	\$	566.18
1007489	Lot Type 8		\$	6,822.02	\$	566.18
1007490	Lot Type 8		\$	6,822.02	\$	566.18
1007491	Lot Type 8		\$	6,822.02	\$	566.18

			Major Improvement Area Assessment Roll <sup>[a]</sup>				
				Outstanding	Annual Installment Due		
Property ID	Lot Type	Notes		Assessment <sup>[b],[d]</sup>		1/31/2024 <sup>[c],[d]</sup>	
1007492	Lot Type 8		\$	6,822.02	\$	566.18	
1007493	Lot Type 8		\$	6,822.02	\$	566.18	
1007494	Lot Type 6		\$	5,581.65	\$	463.24	
1007495	Non-Benefited Property		\$	-	\$	-	
1007496	Lot Type 6		\$	5,581.65	\$	463.24	
1007497	Lot Type 6		\$	5,581.65	\$	463.24	
1007498	Lot Type 6		\$	5,581.65	\$	463.24	
1007499	Lot Type 6		\$	5,581.65	\$	463.24	
1007500	Lot Type 6		\$	5,581.65	\$	463.24	
1007501	Lot Type 6		\$	5,581.65	\$	463.24	
1007502	Lot Type 6		\$	5,581.65	\$	463.24	
1007503	Lot Type 6		\$	5,581.65	\$	463.24	
1007504	Lot Type 6		\$	5,581.65	\$	463.24	
1007505	Lot Type 6		\$	5,581.65	\$	463.24	
1007506	Lot Type 6		\$	5,581.65	\$	463.24	
1007507	Lot Type 6		\$	5,581.65	\$	463.24	
1007508	Lot Type 6		\$	5,581.65	\$	463.24	
1007509	Lot Type 6		\$	5,581.65	\$	463.24	
1007510	Lot Type 6		\$	5,581.65	\$	463.24	
1007511	Lot Type 6		\$	5,581.65	\$	463.24	
1007512	Lot Type 6		\$	5,581.65	\$	463.24	
1007513	Lot Type 6		\$	5,581.65	\$	463.24	
1007514	Lot Type 6		\$	5,581.65	\$	463.24	
1007515	Lot Type 6		\$	5,581.65	\$	463.24	
1007516	Lot Type 6		\$	5,581.65	\$	463.24	
1007517	Lot Type 6		\$	5,581.65	\$	463.24	
1007518	Lot Type 6		\$	5,581.65	\$	463.24	
1007519	Lot Type 6		\$	5,581.65	\$	463.24	
1007520	Lot Type 6		\$	5,581.65	\$	463.24	
1007521	Lot Type 6		\$	5,581.65	\$	463.24	
1007522	Lot Type 6		\$	5,581.65	\$	463.24	
1007523	Lot Type 6		\$	5,581.65	\$	463.24	
1007524	Lot Type 6		\$	5,581.65	\$	463.24	
1007525	Non-Benefited Property		\$	-	\$	-	
1007526	Non-Benefited Property		\$	-	\$	-	
1009035	Lot Type Commercial		\$	57,607.84	\$	4,781.08	
1009037	Lot Type Commercial		\$	207,683.36	\$	17,236.39	
1012732	FIA	[e]	\$	225,269.04	\$	18,695.89	
1012733	Lot Type Commercial	Prepaid	\$	-	\$	-	
1012734	FIA	[e]	\$	126,330.79	\$	10,484.65	
1013353	Lot Type Commercial	Prepaid	\$	-	\$	-	
	Total		\$	6,469,999.69	\$	536,967.83	

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

[b] Outstanding Assessment prior to 1/31/2024 Annual Installment.

[c] The Annual Installment covers the period September 1, 2023 to August 31, 2024 and is due by January 31, 2024.

[d] For billing purposes, the outstanding Assessment and Annual Installments due January 31, 2024 are allocated pro rata to the Property IDs based on acreage.

[e] FIA represents the Major Improvement Area save and except for Improvement Area #2.

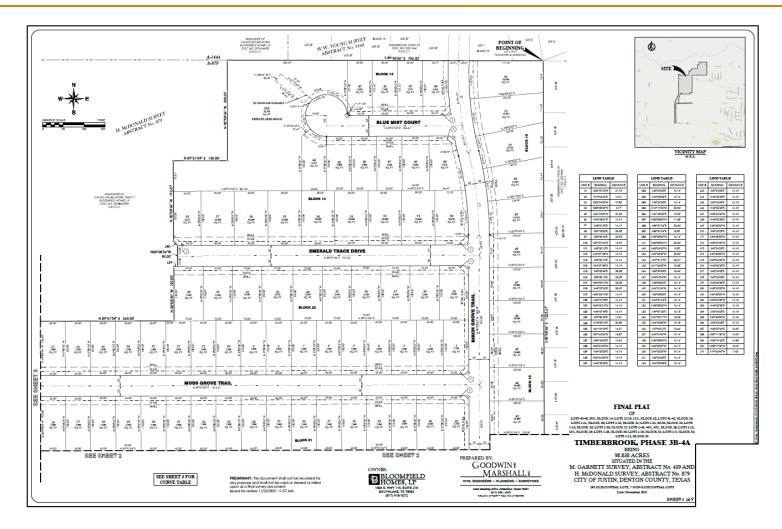
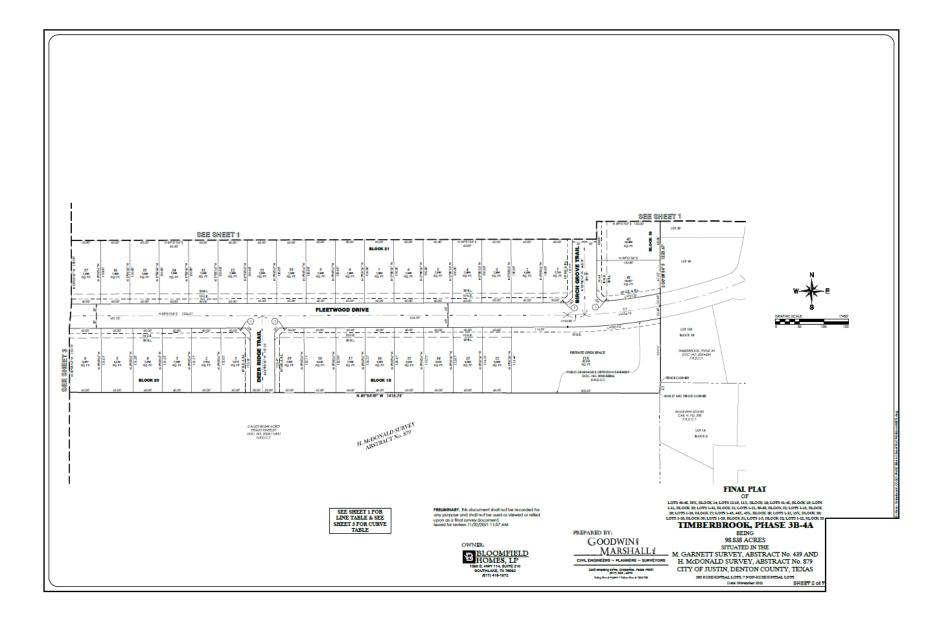
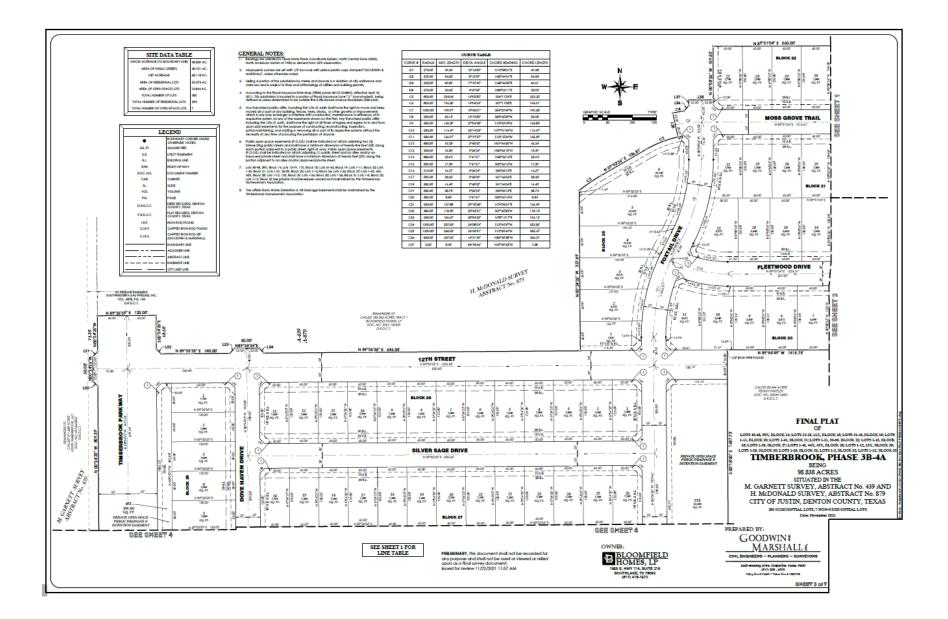


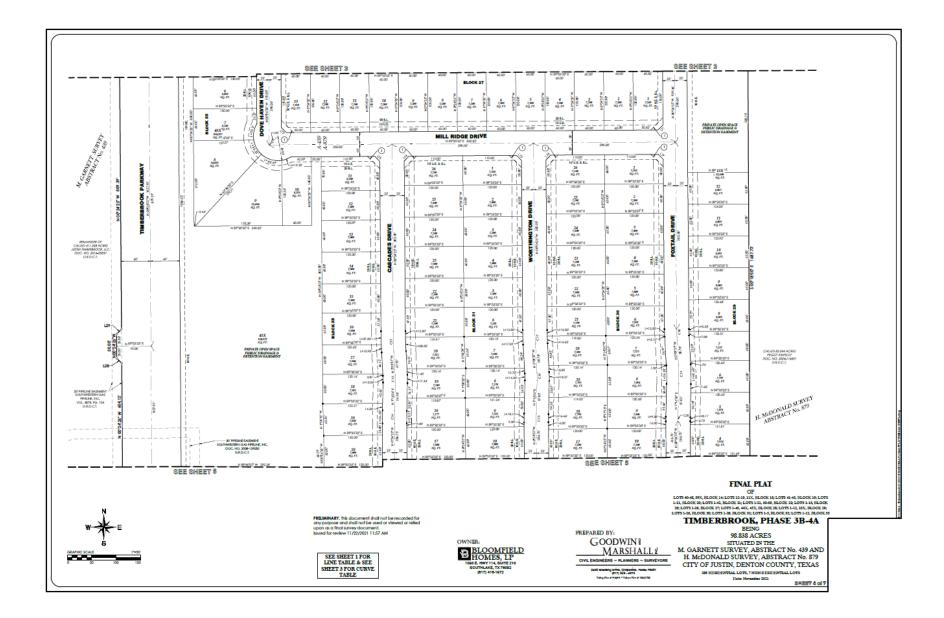
EXHIBIT B - FINAL PLAT OF TIMBERBROOK, PHASE 3B & PHASE 4A

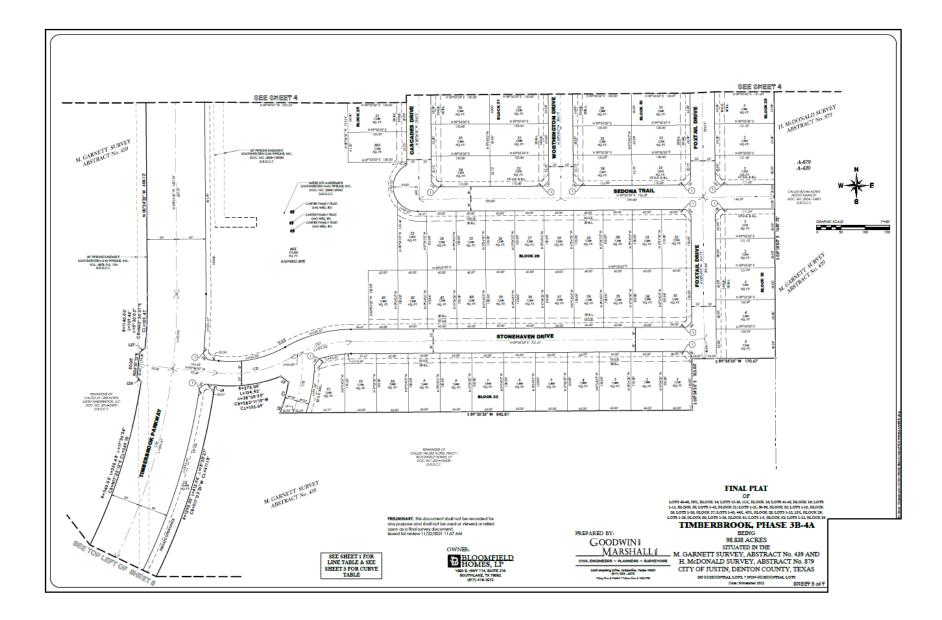


TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 2023 ANNUAL SERVICE PLAN UPDATE

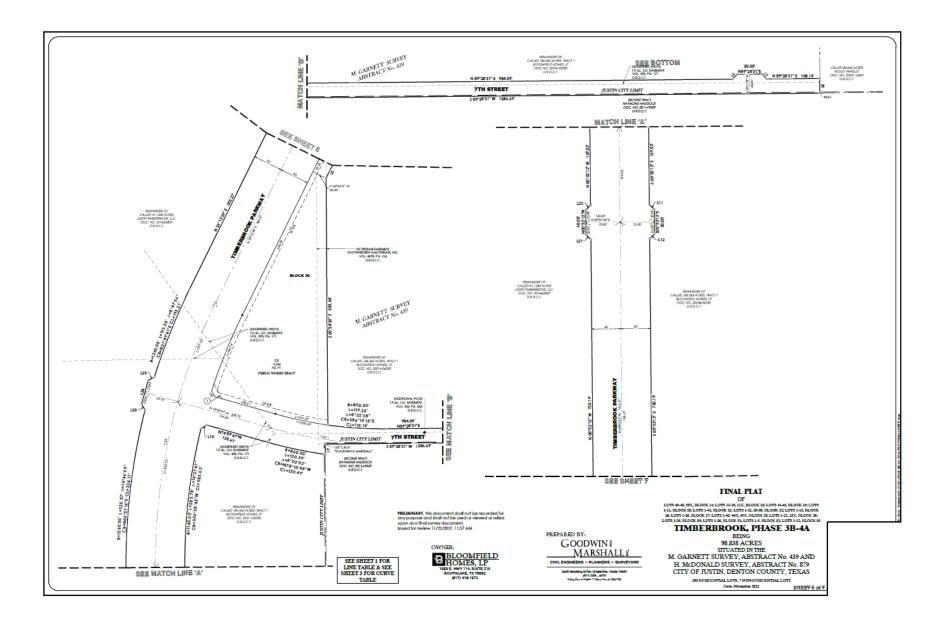


TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 2023 ANNUAL SERVICE PLAN UPDATE

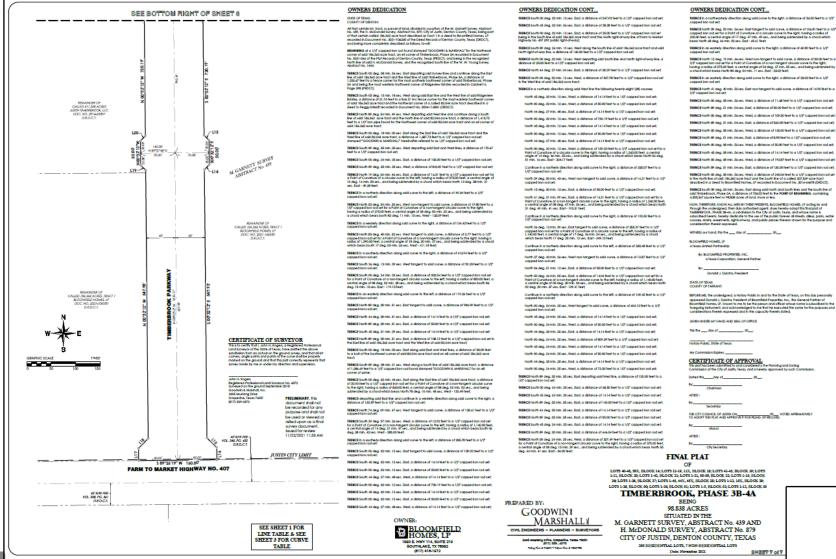




TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 2023 ANNUAL SERVICE PLAN UPDATE



TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 2023 ANNUAL SERVICE PLAN UPDATE



THENCE in an easterly direction along sold curve to the right, a distance of 20.00 feet to a 1/2" capped ion rod set.

THERCE North 41 deg. 40 min. 50 sec. East non-tangent to said curve, a distance of 14.90 test to a UP capped ion rad set

THENCE North 00 deg. 08 min. Select. West a datance of 11.48 feet to a 1/2" capped iron rod set THENCE North 69 deg. SI min. Of sec. East, a distance of \$0.00 feet to a 1/2" capped ion rod set;

TRENCE North 69 deg. SI min. Drivec. East, a distance of \$60,00 feet to a 1/2" capped iron rad set;

THENCE North 00 deg. 00 min. Selsec. West, a distance of \$0.00 feet to a 1/2" capped iron rad set.

TRENCE North 00 deg. 08 min. Selses. West, a distance of 19287 feet to a 1/2" capped iron rad set

## **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			
(September 30)	Principal	Interest <sup>(1)</sup>	Total
2018	s -	\$ 147,226	\$ 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 <sup>(2)</sup>	<u>\$8,130,000</u>	\$7,684,425	<u>\$15,814,425</u>

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

(2) Totals may not add due to rounding.

#### (REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)

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

#### \$20,270,000

Timberbrook Public Improvement District (NIA 2) City of Justin Series 2021(After 2023 Prepayment)

### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	
09/01/2023	390,000.00	2.500%	348,114.38	738,114.38	
09/01/2024	387,000.00	2.500%	686,478.76 1,073,478		
09/01/2025	395,000.00	2.500%	676,803.76	1,071,803.76	
09/01/2026	409,000.00	2.500%	666,928.76	1,075,928.76	
09/01/2027	418,000.00	3.000%	656,703.76	1,074,703.76	
09/01/2028	430,000.00	3.000%	644,163.76	1,074,163.76	
09/01/2029	447,000.00	3.000%	631,263.76	1,078,263.76	
09/01/2030	461,000.00	3.000%	617,853.76	1,078,853.76	
09/01/2031	473,000.00	3.000%	604,023.76	1,077,023.76	
09/01/2032	489,000.00	3.375%	589,833.76	1,078,833.76	
09/01/2033	509,000.00	3.375%	573,330.00	1,082,330.00	
09/01/2034	526,000.00	3.375%	556,151.26	1,082,151.26	
09/01/2035	546,000.00	3.375%	538,398.76	1,084,398.76	
09/01/2036	566,000.00	3.375%	519,971.26	1,085,971.26	
09/01/2037	587,000.00	3.375%	500,868.76	1,087,868.76	
09/01/2038	608,000.00	3.375%	481,057.50	1,089,057.50	
09/01/2039	632,000.00	3.375%	460,537.52	1,092,537.52	
09/01/2040	653,000.00	3.375%	439,207.52	1,092,207.52	
09/01/2041	677,000.00	3.375%	417,168.76	1,094,168.76	
09/01/2042	701,000.00	4.000%	394,320.00	1,095,320.00	
09/01/2043	732,000.00	4.000%	366,280.00	1,098,280.00	
09/01/2044	765,000.00	4.000%	337,000.00	1,102,000.00	
09/01/2045	798,000.00	4.000%	306,400.00	1,104,400.00	
09/01/2046	832,000.00	4.000%	274,480.00	1,106,480.00	
09/01/2047	869,000.00	4.000%	241,200.00	1,110,200.00	
09/01/2048	1,210,000.00	4.000%	206,440.00	1,416,440.00	
09/01/2049	1,262,000.00	4.000%	158,040.00	1,420,040.00	
09/01/2050	1,316,000.00	4.000%	107,560.00	1,423,560.00	
09/01/2051	1,373,000.00	4.000%	54,920.00	1,427,920.00	
Total	\$19,461,000.00	-	\$13,055,499.56	\$32,516,499.56	

#### **Yield Statistics**

Bond Year Dollars	\$344,183.50
Average Life	17.686 Years
Average Coupon	3.7931800%
Net Interest Cost (NIC)	3.9564777%
True Interest Cost (TIC)	4.0009220%
Bond Yield for Arbitrage Purposes	-3.9942164%
All Inclusive Cost (AIC)	4.4321031%
IRS Form 8038	
Net Interest Cost	3.7809377%
Weighted Average Maturity	17.694 Years

2021 NIA 2A and 2B after | Issue Summary | 2/14/2023 | 3:40 PM

Hilltop Securities Inc. Public Finance

Page 1

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

#### \$7,180,000

Timberbrook Public Improvement District PID Revenue Bonds Series 2018 (Phase 3-9 MIA)

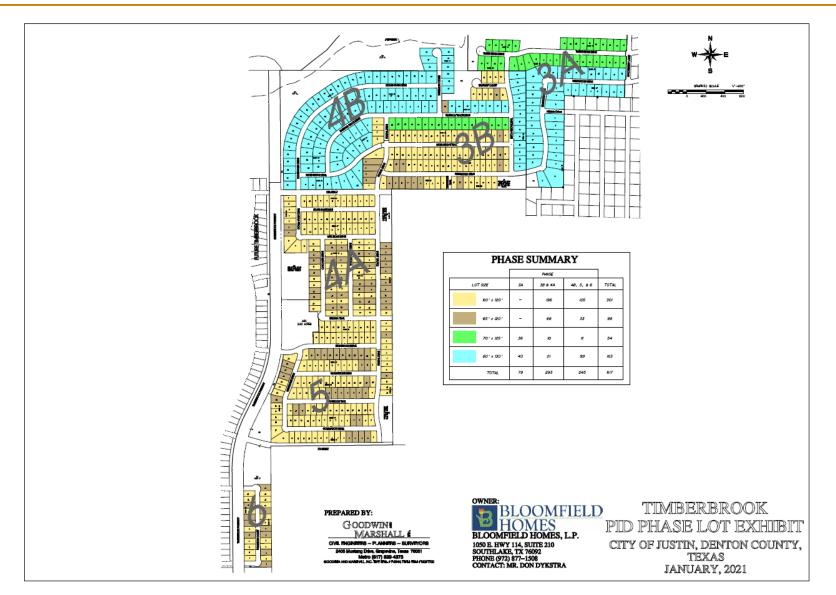
## **Current Outstanding Debt Service**

09/01/2024         135,000.00         5.000%         349,206.26         484,20           09/01/2025         145,000.00         5.000%         332,206.26         487,20           09/01/2027         160,000.00         5.000%         332,206.26         485,20           09/01/2028         170,000.00         5.000%         332,706.26         485,20           09/01/2029         175,000.00         5.375%         311,206.26         486,20           09/01/2031         200,000.00         5.375%         301,800.00         486,80           09/01/2032         210,000.00         5.375%         281,106.24         491,10           09/01/2033         220,000.00         5.375%         281,106.24         491,10           09/01/2034         235,000.00         5.375%         281,106.24         491,10           09/01/2035         240,000.00         5.375%         243,452.50         485,36           09/01/2036         255,000.00         5.375%         244,437.6         489,24           09/01/2037         270,000.00         5.375%         244,437.6         489,24           09/01/2040         320,000.00         5.500%         172,425.00         489,24           09/01/2041         340,000.00         5.500%	Date	Principal	Coupon	Interest	Total P+	
09/01/2025       145,000.00       5.000%       342,456.26       487,45         09/01/2026       150,000.00       5.000%       322,706.26       485,20         09/01/2029       175,000.00       5.000%       319,706.26       487,70         09/01/2029       175,000.00       5.375%       311,206.26       486,20         09/01/2030       185,000.00       5.375%       301,800.00       486,80         09/01/2031       200,000.00       5.375%       291,856.26       491,85         09/01/2032       210,000.00       5.375%       296,9818.76       489,81         09/01/2033       220,000.00       5.375%       295,993.74       492,99         09/01/2034       235,000.00       5.375%       245,362.50       485,36         09/01/2035       240,000.00       5.375%       224,62.50       488,75         09/01/2037       270,000.00       5.375%       204,243.76       488,92         09/01/2038       285,000.00       5.375%       204,243.76       488,92         09/01/2039       300,000.00       5.500%       172,425.00       494,82         09/01/2041       340,000.00       5.500%       16,325.00       496,32         09/01/2042       360,000.00	09/01/2023	135,000.00	4.500%	177,640.63	312,640.63	
09/01/2026         150,000.00         5.000%         335,206.26         485,20           09/01/2027         160,000.00         5.000%         319,706.26         487,70           09/01/2028         170,000.00         5.000%         319,706.26         489,70           09/01/2029         175,000.00         5.375%         311,206.26         486,20           09/01/2030         185,000.00         5.375%         201,860.26         491,85           09/01/2031         200,000.00         5.375%         291,856.26         491,85           09/01/2032         210,000.00         5.375%         281,106.24         491,10           09/01/2033         220,000.00         5.375%         281,106.24         492,99           09/01/2034         235,000.00         5.375%         281,106.24         492,99           09/01/2035         240,000.00         5.375%         284,5362.50         487,46           09/01/2036         235,000.00         5.375%         218,756.26         488,75           09/01/2038         285,000.00         5.375%         204,243.76         489,24           09/01/2040         320,000.00         5.500%         172,425.00         492,42           09/01/2041         340,000.00         5.5	09/01/2024	135,000.00	5.000%	349,206.26	484,206.26	
09/01/2027         160,000.00         5.000%         327,706.26         487,70           09/01/2028         170,000.00         5.000%         319,706.26         489,70           09/01/2029         175,000.00         5.375%         311,206.26         486,20           09/01/2031         200,000.00         5.375%         301,800.00         486,80           09/01/2032         210,000.00         5.375%         281,106.24         491,80           09/01/2033         220,000.00         5.375%         269,818,76         489,81           09/01/2034         235,000.00         5.375%         269,818,76         489,81           09/01/2035         240,000.00         5.375%         257,993,74         492,99           09/01/2036         255,000.00         5.375%         218,766.26         488,75           09/01/2037         270,000.00         5.375%         218,766.26         488,92           09/01/2038         285,000.00         5.375%         218,766.26         488,92           09/01/2040         320,000.00         5.500%         172,425.00         492,42           09/01/2040         320,000.00         5.500%         154,825.00         496,32           09/01/2041         340,000.00         5.50	09/01/2025	145,000.00	5.000%	342,456.26	487,456.26	
09/01/2028         170,000.00         5.000%         319,706.26         489,70           09/01/2029         175,000.00         5.375%         311,206.26         486,20           09/01/2030         185,000.00         5.375%         301,800.00         486,80           09/01/2031         200,000.00         5.375%         291,856.26         491,85           09/01/2032         210,000.00         5.375%         281,106.24         491,10           09/01/2033         220,000.00         5.375%         281,106.24         491,10           09/01/2033         220,000.00         5.375%         281,106.24         492,19           09/01/2034         235,000.00         5.375%         284,562.50         485,36           09/01/2036         255,000.00         5.375%         212,462.50         487,46           09/01/2037         270,000.00         5.375%         214,756.26         488,75           09/01/2039         300,000.00         5.500%         172,425.00         492,42           09/01/2040         320,000.00         5.500%         172,425.00         493,42           09/01/2041         340,000.00         5.500%         154,825.00         493,42           09/01/2043         380,000.00         5.50	09/01/2026	150,000.00	5.000%	335,206.26	485,206.26	
09/01/2029         175,000.00         5.375%         311,206.26         486,20           09/01/2030         185,000.00         5.375%         301,800.00         486,80           09/01/2031         200,000.00         5.375%         291,856,26         491,85           09/01/2032         210,000.00         5.375%         281,106,24         491,10           09/01/2033         220,000.00         5.375%         269,818.76         489,81           09/01/2034         235,000.00         5.375%         245,362.50         485,36           09/01/2035         240,000.00         5.375%         232,462.50         485,36           09/01/2036         255,000.00         5.375%         218,756,26         488,75           09/01/2037         270,000.00         5.375%         204,243.76         489,24           09/01/2038         285,000.00         5.300%         188,925.00         498,22           09/01/2040         320,000.00         5.500%         116,325.00         496,32           09/01/2041         340,000.00         5.500%         116,325.00         496,32           09/01/2043         380,000.00         5.500%         73,425.00         493,42           09/01/2043         380,000.00         5.500	09/01/2027	160,000.00	5.000%	327,706.26	487,706.26	
09/01/2030       185,000.00       5.375%       301,800.00       486,80         09/01/2031       200,000.00       5.375%       291,856.26       491,85         09/01/2032       210,000.00       5.375%       281,106.24       491,10         09/01/2033       220,000.00       5.375%       281,106.24       491,10         09/01/2034       235,000.00       5.375%       269,818.76       489,81         09/01/2035       240,000.00       5.375%       232,462.50       485,36         09/01/2036       255,000.00       5.375%       232,462.50       488,75         09/01/2037       270,000.00       5.375%       204,243.76       489,24         09/01/2038       285,000.00       5.375%       204,243.76       488,92         09/01/2039       300,000.00       5.500%       172,425.00       492,42         09/01/2040       320,000.00       5.500%       154,825.00       494,82         09/01/2041       340,000.00       5.500%       136,125.00       496,32         09/01/2043       380,000.00       5.500%       73,425.00       493,42         09/01/2044       400,000.00       5.500%       73,425.00       495,425         09/01/2045       420,000.00	09/01/2028	170,000.00	5.000%	319,706.26	489,706.26	
09/01/2031       200,000.00       5.375%       291,856.26       491,85         09/01/2032       210,000.00       5.375%       281,106.24       491,10         09/01/2033       220,000.00       5.375%       269,818.76       489,81         09/01/2034       235,000.00       5.375%       269,818.76       489,85         09/01/2035       240,000.00       5.375%       257,993.74       492,99         09/01/2036       255,000.00       5.375%       224,562.50       485,36         09/01/2037       270,000.00       5.375%       218,756.26       488,92         09/01/2038       285,000.00       5.375%       204,243.76       489,92         09/01/2040       320,000.00       5.500%       178,825.00       488,92         09/01/2041       340,000.00       5.500%       154,825.00       496,32         09/01/2042       360,000.00       5.500%       136,125.00       496,32         09/01/2043       380,000.00       5.500%       73,425.00       493,42         09/01/2044       400,000.00       5.500%       73,425.00       495,32         09/01/2045       420,000.00       5.500%       73,425.00       495,32         09/01/2046       445,000.00	09/01/2029	175,000.00	5.375%	311,206.26	486,206.26	
09/01/2032       210,000.00       5.375%       281,106.24       491,10         09/01/2033       220,000.00       5.375%       269,818.76       489,81         09/01/2034       235,000.00       5.375%       257,993.74       492,99         09/01/2035       240,000.00       5.375%       225,093.74       492,99         09/01/2036       255,000.00       5.375%       232,462.50       485,36         09/01/2037       270,000.00       5.375%       218,756.26       488,75         09/01/2038       285,000.00       5.375%       204,243.76       489,92         09/01/2039       300,000.00       5.500%       172,425.00       488,92         09/01/2040       320,000.00       5.500%       172,425.00       496,82         09/01/2041       340,000.00       5.500%       163,125.00       496,32         09/01/2043       380,000.00       5.500%       163,225.00       493,42         09/01/2044       400,000.00       5.500%       73,425.00       493,42         09/01/2045       420,000.00       5.500%       73,425.00       493,42         09/01/2045       420,000.00       5.500%       25,850.00       495,85         09/01/2046       445,000.00	09/01/2030	185,000.00	5.375%	301,800.00	486,800.00	
09/01/2033       220,000.00       5.375%       269,818.76       489,81         09/01/2034       235,000.00       5.375%       257,993.74       492,99         09/01/2035       240,000.00       5.375%       232,462.50       485,36         09/01/2036       255,000.00       5.375%       232,462.50       488,75         09/01/2037       270,000.00       5.375%       204,243.76       488,75         09/01/2038       285,000.00       5.375%       204,243.76       488,92         09/01/2039       300,000.00       5.500%       188,925.00       488,92         09/01/2040       320,000.00       5.500%       172,425.00       492,42         09/01/2041       340,000.00       5.500%       136,125.00       496,82         09/01/2043       380,000.00       5.500%       136,125.00       496,32         09/01/2044       400,000.00       5.500%       73,425.00       495,42         09/01/2045       420,000.00       5.500%       73,425.00       495,32         09/01/2046       445,000.00       5.500%       50,325.00       495,32         09/01/2046       445,000.00       5.500%       52,850.00       495,85         Total <b>56,605,000.00</b>	09/01/2031	200,000.00	5.375%	291,856.26	491,856.26	
09/01/2034     235,000.00     5.375%     257,993.74     492,99       09/01/2035     240,000.00     5.375%     232,462.50     485,36       09/01/2036     255,000.00     5.375%     218,756.26     488,75       09/01/2038     285,000.00     5.375%     204,243.76     489,24       09/01/2039     300,000.00     5.500%     188,925.00     488,92       09/01/2040     320,000.00     5.500%     172,425.00     492,42       09/01/2041     340,000.00     5.500%     154,825.00     494,82       09/01/2042     360,000.00     5.500%     116,325.00     496,32       09/01/2043     380,000.00     5.500%     116,325.00     495,42       09/01/2044     400,000.00     5.500%     95,425.00     495,42       09/01/2045     420,000.00     5.500%     95,425.00     495,32       09/01/2045     420,000.00     5.500%     50,325.00     495,32       09/01/2045     420,000.00     5.500%     50,325.00     495,32       09/01/2046     445,000.00     5.500%     50,325.00     495,32       09/01/2047     470,000.00     5.500%     25,850.00     495,85       Total     \$6,605,000.00     -     \$5,480,178.21     \$12,085,17	09/01/2032	210,000.00	5.375%	281,106.24	491,106.24	
09/01/2035       240,000.00       5.375%       245,362.50       485,36         09/01/2036       255,000.00       5.375%       232,462.50       487,46         09/01/2037       270,000.00       5.375%       218,756.26       488,75         09/01/2038       285,000.00       5.375%       204,243.76       489,24         09/01/2039       300,000.00       5.500%       172,425.00       488,92         09/01/2040       320,000.00       5.500%       172,425.00       488,92         09/01/2041       340,000.00       5.500%       154,825.00       498,92         09/01/2042       360,000.00       5.500%       136,125.00       496,12         09/01/2043       380,000.00       5.500%       116,325.00       495,42         09/01/2044       400,000.00       5.500%       73,425.00       495,32         09/01/2045       420,000.00       5.500%       73,3425.00       495,32         09/01/2046       445,000.00       5.500%       25,850.00       495,85         Total       \$6,605,000.00       -       \$5,480,178.21       \$12,085,17         Kield Statistics         Adverage Maturity (Par Basis)         Verge Coupon       5,453	09/01/2033	220,000.00	5.375%	269,818.76	489,818.76	
09/01/2036         255,000.00         5.375%         232,462.50         487,46           09/01/2037         270,000.00         5.375%         218,756.26         488,75           09/01/2038         285,000.00         5.375%         204,243.76         489,24           09/01/2039         300,000.00         5.500%         172,425.00         488,92           09/01/2040         320,000.00         5.500%         172,425.00         494,82           09/01/2041         340,000.00         5.500%         154,825.00         496,12           09/01/2042         360,000.00         5.500%         136,125.00         496,32           09/01/2043         380,000.00         5.500%         116,325.00         495,42           09/01/2044         400,000.00         5.500%         73,425.00         495,42           09/01/2045         420,000.00         5.500%         73,425.00         495,32           09/01/2046         445,000.00         5.500%         50,325.00         495,85           Total         \$6,605,000.00         -         \$5,480,178.21         \$12,085,17           (rield Statistics           Addee for Avg. Life & Avg. Coupon Calculation         4/01/2            5.453	09/01/2034	235,000.00	5.375%	257,993.74	492,993.74	
09/01/2037         270,000.00         5.375%         218,756.26         488,75           09/01/2038         285,000.00         5.375%         204,243.76         489,24           09/01/2039         300,000.00         5.500%         188,925.00         489,24           09/01/2040         320,000.00         5.500%         172,425.00         492,42           09/01/2041         340,000.00         5.500%         154,825.00         496,12           09/01/2042         360,000.00         5.500%         136,125.00         496,52           09/01/2043         380,000.00         5.500%         116,325.00         496,52           09/01/2044         400,000.00         5.500%         73,425.00         493,42           09/01/2045         420,000.00         5.500%         73,425.00         493,42           09/01/2045         420,000.00         5.500%         50,325.00         495,32           09/01/2046         445,000.00         5.500%         25,850.00         495,85           Total         \$6,605,000.00         -         \$5,480,178.21         \$12,085,17           Vield Statistics           Vield Statistics           Vield Statistics           Vield Av	09/01/2035	240,000.00	5.375%	245,362.50	485,362.50	
09/01/2038         285,000.00         5.375%         204,243.76         489,24           09/01/2039         300,000.00         5.500%         188,925.00         488,92           09/01/2040         320,000.00         5.500%         172,425.00         492,42           09/01/2041         340,000.00         5.500%         154,825.00         494,82           09/01/2042         360,000.00         5.500%         136,125.00         496,12           09/01/2043         380,000.00         5.500%         116,325.00         496,12           09/01/2043         380,000.00         5.500%         116,325.00         496,12           09/01/2044         400,000.00         5.500%         16,325.00         496,32           09/01/2045         420,000.00         5.500%         73,425.00         493,42           09/01/2046         445,000.00         5.500%         50,325.00         495,32           09/01/2047         470,000.00         5.500%         25,850.00         495,85           Total         \$6,605,000.00         -         \$5,480,178.21         \$12,085,17           Vield Statistics           Verage Coupon           Verage Coupon         5.45373 <td c<="" td=""><td>09/01/2036</td><td>255,000.00</td><td>5.375%</td><td>232,462.50</td><td>487,462.50</td></td>	<td>09/01/2036</td> <td>255,000.00</td> <td>5.375%</td> <td>232,462.50</td> <td>487,462.50</td>	09/01/2036	255,000.00	5.375%	232,462.50	487,462.50
09/01/2039         300,000.00         5.500%         188,925.00         488,92           09/01/2040         320,000.00         5.500%         172,425.00         492,42           09/01/2041         340,000.00         5.500%         154,825.00         494,82           09/01/2042         360,000.00         5.500%         136,125.00         496,12           09/01/2043         380,000.00         5.500%         116,325.00         496,32           09/01/2044         400,000.00         5.500%         95,425.00         493,42           09/01/2045         420,000.00         5.500%         73,425.00         493,42           09/01/2046         445,000.00         5.500%         50,325.00         495,32           09/01/2047         470,000.00         5.500%         25,850.00         495,85           Total         \$6,605,000.00         -         \$5,480,178.21         \$12,085,17           Kile & Avg. Coupon Calculation         4/01/2           verage Caupon         5.45373           Verage Coupon           Verage Coupon         5.45373           Verage Coupon           Verage Coupon         5.45373            15.1	09/01/2037	270,000.00	5.375%	218,756.26	488,756.26	
09/01/2040         320,000.00         5.500%         172,425.00         492,42           09/01/2041         340,000.00         5.500%         154,825.00         494,82           09/01/2042         360,000.00         5.500%         136,125.00         496,12           09/01/2043         380,000.00         5.500%         116,325.00         496,32           09/01/2044         400,000.00         5.500%         95,425.00         495,42           09/01/2045         420,000.00         5.500%         73,425.00         495,42           09/01/2046         445,000.00         5.500%         50,325.00         495,32           09/01/2047         470,000.00         5.500%         25,850.00         495,85           Total         \$6,605,000.00         -         \$5,480,178.21         \$12,085,17           Kield Statistics	09/01/2038	285,000.00	5.375%	204,243.76	489,243.76	
09/01/2041         340,000.00         5.500%         154,825.00         494,82           09/01/2042         360,000.00         5.500%         136,125.00         496,32           09/01/2043         380,000.00         5.500%         116,325.00         496,32           09/01/2044         400,000.00         5.500%         95,425.00         495,42           09/01/2045         420,000.00         5.500%         73,425.00         493,42           09/01/2046         445,000.00         5.500%         73,425.00         495,32           09/01/2046         445,000.00         5.500%         25,850.00         495,32           09/01/2047         470,000.00         5.500%         25,850.00         495,85           Total         \$6,605,000.00         -         \$5,480,178.21         \$12,085,17           Vield Statistics           tase date for Avg. Life & Avg. Coupon Calculation         4/01/2           type coupon         5.45373           Verage Coupon         5.45373           Verage Maturity (Par Basis)         15.131 Y           Refunding Bond Information	09/01/2039	300,000.00	5.500%	188,925.00	488,925.00	
09/01/2042         360,000.00         5.500%         136,125.00         496,12           09/01/2043         380,000.00         5.500%         116,325.00         496,32           09/01/2044         400,000.00         5.500%         95,425.00         495,42           09/01/2045         420,000.00         5.500%         73,425.00         493,42           09/01/2046         445,000.00         5.500%         50,325.00         493,42           09/01/2046         445,000.00         5.500%         50,325.00         495,32           09/01/2047         470,000.00         5.500%         25,850.00         495,85           Total         \$6,605,000.00         -         \$5,480,178.21         \$12,085,17           Yield Statistics           tase date for Avg. Life & Avg. Coupon Calculation         4/01/2           verage Life         15,131 Y           verage Coupon         5.45373           Verighted Average Maturity (Par Basis)         15,131 Y           Refunding Bond Information	09/01/2040	320,000.00	5.500%	172,425.00	492,425.00	
09/01/2043       380,000.00       5.500%       116,325.00       496,32         09/01/2044       400,000.00       5.500%       95,425.00       495,42         09/01/2045       420,000.00       5.500%       73,425.00       493,42         09/01/2046       445,000.00       5.500%       50,325.00       495,32         09/01/2046       445,000.00       5.500%       25,850.00       495,85         Total       \$6,605,000.00       -       \$5,480,178.21       \$12,085,17         //ield Statistics         tise date for Avg. Life & Avg. Coupon Calculation       4/01/2         vverage Life       15.131 Y         veighted Average Maturity (Par Basis)       15.131 Y         Refunding Bond Information	09/01/2041	340,000.00	5.500%	154,825.00	494,825.0	
09/01/2044         400,000.00         5.500%         95,425.00         495,42           09/01/2045         420,000.00         5.500%         73,425.00         493,42           09/01/2046         445,000.00         5.500%         50,325.00         495,32           09/01/2047         470,000.00         5.500%         25,850.00         495,85           Total         \$6,605,000.00         -         \$5,480,178.21         \$12,085,17           Vield Statistics	09/01/2042	360,000.00	5.500%	136,125.00	496,125.0	
09/01/2045         420,000.00         5.500%         73,425.00         493,42           09/01/2046         445,000.00         5.500%         50,325.00         495,32           09/01/2047         470,000.00         5.500%         25,850.00         495,85           Total         \$6,605,000.00         -         \$5,480,178.21         \$12,085,17           //ield Statistics	09/01/2043	380,000.00	5.500%	116,325.00	496,325.00	
09/01/2046         445,000.00         5.500%         50,325.00         495,32           09/01/2047         470,000.00         5.500%         25,850.00         495,85           Total         \$6,605,000.00         -         \$5,480,178.21         \$12,085,17           Vield Statistics           tase date for Avg. Life & Avg. Coupon Calculation         4/01/2           verage Life         15.131 Y           verage Coupon         5.45373           Vield Statistics	09/01/2044	400,000.00	5.500%	95,425.00	495,425.00	
09/01/2047         470,000.00         5.500%         25,850.00         495,85           Total         \$6,605,000.00         -         \$5,480,178.21         \$12,085,17           /ield Statistics         -         \$5,480,178.21         \$12,085,17           verage Life         4/01/2         - <td< td=""><td>09/01/2045</td><td>420,000.00</td><td>5.500%</td><td>73,425.00</td><td>493,425.00</td></td<>	09/01/2045	420,000.00	5.500%	73,425.00	493,425.00	
Total       \$6,605,000.00       -       \$5,480,178.21       \$12,085,17         /ield Statistics         tase date for Avg. Life & Avg. Coupon Calculation       4/01/2         vverage Life       15.131 Y         vverage Coupon       5.45373         Veighted Average Maturity (Par Basis)         Refunding Bond Information	09/01/2046	445,000.00	5.500%	50,325.00	495,325.00	
Yield Statistics         Jase date for Avg. Life & Avg. Coupon Calculation         Average Life         15.131 Y         Average Coupon         5.45373         Veighted Average Maturity (Par Basis)         15.131 Y         Refunding Bond Information	09/01/2047	470,000.00	5.500%	25,850.00	495,850.00	
ase date for Avg. Life & Avg. Coupon Calculation 4/01/2 verage Life 15.131 Y verage Coupon 5.45373 Veighted Average Maturity (Par Basis) 15.131 Y Refunding Bond Information	Total	\$6,605,000.00	-	\$5,480,178.21	\$12,085,178.21	
xverage Life     15.131 Y       xverage Coupon     5.45373       Veighted Average Maturity (Par Basis)     15.131 Y       Refunding Bond Information     15.131 Y	/ield Statistics					
Average Coupon       5.45373         Veighted Average Maturity (Par Basis)       15.131 Y         Refunding Bond Information       15.131 Y	ase date for Avg. Life	& Avg. Coupon Calculation			4/01/2023	
Veighted Average Maturity (Par Basis) 15.131 Y Refunding Bond Information	verage Life	- *			15.131 Year	
Refunding Bond Information	verage Coupon				5.4537301%	
	Veighted Average Mat	urity (Par Basis)			15.131 Year	
	Refunding Bond I	nformation				
atunding Dated Date	efunding Dated Date				4/01/2023	
0					4/01/2023	

Timberbrook Phases 3-9 M | SINGLE PURPOSE | 2/14/2023 | 2:03 PM

Hilltop Securities Inc. Public Finance

Page 1



### **EXHIBIT D – LOT TYPE CLASSIFICATION MAP**

TIMBERBROOK PUBLIC IMPROVEMENT DISTRICT NO. 1 2023 ANNUAL SERVICE PLAN UPDATE

## **EXHIBIT E – BUYER DISCLOSURES**

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

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

[Remainder of page left intentionally blank.]

# 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.

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

### AFTER RECORDING<sup>1</sup> RETURN TO:

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

### STREET ADDRESS

### **IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$18,056.12**

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.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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 notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_\_, 20\_\_\_.

Notary Public, State of Texas]<sup>3</sup>

 $<sup>\</sup>frac{3}{3}$  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 providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER
---------------------

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

 $<sup>\</sup>frac{1}{4}$  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.

Installment Due 1/31	Principal	Interest	A	dministrative Expenses	ļ	Additional Interest	Ir	Annual Istallment
2024	\$ 402.60	\$ 906.25	\$	53.64	\$	90.28	\$	1,452.77
2025	\$ 427.00	\$ 887.63	\$	54.71	\$	88.27	\$	1,457.61
2026	\$ 439.20	\$ 867.88	\$	55.81	\$	86.13	\$	1,449.02
2027	\$ 463.60	\$ 847.57	\$	56.92	\$	83.94	\$	1,452.03
2028	\$ 488.00	\$ 826.13	\$	58.06	\$	81.62	\$	1,453.81
2029	\$ 512.40	\$ 803.56	\$	59.22	\$	79.18	\$	1,454.36
2030	\$ 536.80	\$ 777.94	\$	60.41	\$	76.62	\$	1,451.76
2031	\$ 561.20	\$ 751.10	\$	61.61	\$	73.93	\$	1,447.85
2032	\$ 585.60	\$ 723.04	\$	62.85	\$	71.13	\$	1,442.61
2033	\$ 622.20	\$ 693.76	\$	64.10	\$	68.20	\$	1,448.26
2034	\$ 646.60	\$ 662.65	\$	65.39	\$	65.09	\$	1,439.72
2035	\$ 683.20	\$ 630.32	\$	66.69	\$	61.85	\$	1,442.07
2036	\$ 719.80	\$ 596.16	\$	68.03	\$	58.44	\$	1,442.43
2037	\$ 756.41	\$ 560.17	\$	69.39	\$	54.84	\$	1,440.80
2038	\$ 793.01	\$ 522.35	\$	70.78	\$	51.06	\$	1,437.18
2039	\$ 841.81	\$ 482.70	\$	72.19	\$	47.09	\$	1,443.78
2040	\$ 890.61	\$ 439.55	\$	73.63	\$	42.88	\$	1,446.68
2041	\$ 939.41	\$ 393.91	\$	75.11	\$	38.43	\$	1,446.85
2042	\$ 988.21	\$ 345.77	\$	76.61	\$	33.73	\$	1,444.31
2043	\$ 1,037.01	\$ 295.12	\$	78.14	\$	28.79	\$	1,439.06
2044	\$ 1,098.01	\$ 241.97	\$	79.70	\$	23.61	\$	1,443.29
2045	\$ 1,146.81	\$ 185.70	\$	81.30	\$	18.12	\$	1,431.92
2046	\$ 1,207.81	\$ 126.93	\$	82.92	\$	12.38	\$	1,430.04
2047	\$ 1,268.81	\$ 65.03	\$	84.58	\$	6.34	\$	1,424.76
Total	\$ 18,056.12	\$ 13,633.16	\$	1,631.79	\$	1,341.95	\$	34,663.02

### ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 1

#### 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.

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

### AFTER RECORDING<sup>1</sup> RETURN TO:

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

### STREET ADDRESS

### IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$21,065.47

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.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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 notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_\_, 20\_\_\_.

Notary Public, State of Texas]<sup>3</sup>

 $<sup>\</sup>frac{3}{3}$  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 providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER
---------------------

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

 $<sup>\</sup>frac{1}{4}$  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.

Installment Due 1/31	Principal	Interest		dministrative Expenses	Additional Interest	Annual Installment			
2024	\$ 469.70	\$ 1,057.29	\$	62.58	\$ 105.33	\$	1,694.90		
2025	\$ 498.17	\$ 1,035.57	\$	63.83	\$ 102.98	\$	1,700.55		
2026	\$ 512.40	\$ 1,012.53	\$	65.11	\$ 100.49	\$	1,690.53		
2027	\$ 540.87	\$ 988.83	\$	66.41	\$ 97.93	\$	1,694.04		
2028	\$ 569.34	\$ 963.82	\$	67.74	\$ 95.22	\$	1,696.11		
2029	\$ 597.80	\$ 937.48	\$	69.09	\$ 92.37	\$	1,696.76		
2030	\$ 626.27	\$ 907.59	\$	70.47	\$ 89.39	\$	1,693.72		
2031	\$ 654.74	\$ 876.28	\$	71.88	\$ 86.25	\$	1,689.16		
2032	\$ 683.20	\$ 843.54	\$	73.32	\$ 82.98	\$	1,683.05		
2033	\$ 725.90	\$ 809.38	\$	74.79	\$ 79.56	\$	1,689.64		
2034	\$ 754.37	\$ 773.09	\$	76.28	\$ 75.94	\$	1,679.68		
2035	\$ 797.07	\$ 735.37	\$	77.81	\$ 72.16	\$	1,682.41		
2036	\$ 839.77	\$ 695.52	\$	79.36	\$ 68.18	\$	1,682.83		
2037	\$ 882.47	\$ 653.53	\$	80.95	\$ 63.98	\$	1,680.93		
2038	\$ 925.17	\$ 609.40	\$	82.57	\$ 59.57	\$	1,676.72		
2039	\$ 982.11	\$ 563.15	\$	84.22	\$ 54.94	\$	1,684.42		
2040	\$ 1,039.04	\$ 512.81	\$	85.91	\$ 50.03	\$	1,687.79		
2041	\$ 1,095.97	\$ 459.56	\$	87.63	\$ 44.84	\$	1,688.00		
2042	\$ 1,152.91	\$ 403.39	\$	89.38	\$ 39.36	\$	1,685.03		
2043	\$ 1,209.84	\$ 344.31	\$	91.17	\$ 33.59	\$	1,678.90		
2044	\$ 1,281.01	\$ 282.30	\$	92.99	\$ 27.54	\$	1,683.84		
2045	\$ 1,337.94	\$ 216.65	\$	94.85	\$ 21.14	\$	1,670.58		
2046	\$ 1,409.11	\$ 148.08	\$	96.75	\$ 14.45	\$	1,668.38		
2047	\$ 1,480.28	\$ 75.86	\$	98.68	\$ 7.40	\$	1,662.22		
Total	\$ 21,065.47	\$ 15,905.36	\$	1,903.76	\$ 1,565.61	\$	40,440.20		

### ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 2

#### 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.

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

### AFTER RECORDING<sup>1</sup> RETURN TO:

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

### STREET ADDRESS

### **IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$24,074.83**

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.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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 notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_\_, 20\_\_\_.

Notary Public, State of Texas]<sup>3</sup>

 $<sup>\</sup>frac{3}{3}$  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 providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER
---------------------

SIGNATURE OF SELLER

STATE OF TEXAS	§
	§
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

 $<sup>\</sup>frac{1}{4}$  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.

Installment Due 1/31	Principal		Interest	A	dministrative Expenses	ļ	Additional Interest	Annual Installment		
2024	\$ 536.80	\$	1,208.34	\$ 71.52			120.37	\$	1,937.03	
2025	\$ 569.34	\$	1,183.51	\$	72.95	\$ \$	117.69	\$	1,943.49	
2026	\$ 585.60	\$	1,157.18	\$	74.41	\$	114.84	\$	1,932.03	
2027	\$ 618.14	\$	1,130.09	\$	75.90	\$	111.92	\$	1,936.04	
2028	\$ 650.67	\$	1,101.50	\$	77.41	\$	108.82	\$	, 1,938.41	
2029	\$ 683.20	\$	1,071.41	\$	78.96	\$	105.57	\$	1,939.15	
2030	\$ 715.74	\$	1,037.25	\$	80.54	\$	102.16	\$	1,935.69	
2031	\$ 748.27	\$	1,001.46	\$	82.15	\$	98.58	\$	1,930.46	
2032	\$ 780.81	\$	964.05	\$	83.80	\$	94.84	\$	1,923.49	
2033	\$ 829.61	\$	925.01	\$	85.47	\$	90.93	\$	1,931.02	
2034	\$ 862.14	\$	883.53	\$	87.18	\$	86.78	\$	1,919.63	
2035	\$ 910.94	\$	840.42	\$	88.92	\$	82.47	\$	1,922.76	
2036	\$ 959.74	\$	794.88	\$	90.70	\$	77.92	\$	1,923.24	
2037	\$ 1,008.54	\$	746.89	\$	92.52	\$	73.12	\$	1,921.06	
2038	\$ 1,057.34	\$	696.46	\$	94.37	\$	68.08	\$	1,916.25	
2039	\$ 1,122.41	\$	643.59	\$	96.25	\$	62.79	\$	1,925.05	
2040	\$ 1,187.47	\$	586.07	\$	98.18	\$	57.18	\$	1,928.90	
2041	\$ 1,252.54	\$	525.21	\$	100.14	\$	51.24	\$	1,929.14	
2042	\$ 1,317.61	\$	461.02	\$	102.15	\$	44.98	\$	1,925.75	
2043	\$ 1,382.68	\$	393.49	\$	104.19	\$	38.39	\$	1,918.75	
2044	\$ 1,464.01	\$	322.63	\$	106.27	\$	31.48	\$	1,924.39	
2045	\$ 1,529.08	\$	247.60	\$	108.40	\$	24.16	\$	1,909.23	
2046	\$ 1,610.41	\$	169.24	\$	110.57	\$	16.51	\$	1,906.72	
2047	\$ 1,691.74	\$	86.70	\$	112.78	\$	8.46	\$	1,899.68	
Total	\$ 24,074.83	\$	18,177.55	\$	2,175.72	\$	1,789.26	\$	46,217.37	

### ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 3

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.

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

### AFTER RECORDING<sup>1</sup> RETURN TO:

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

### STREET ADDRESS

#### **IMPROVEMENT AREA #2-A LOT TYPE 4 PRINCIPAL ASSESSMENT: \$35,673.29**

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.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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 notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	Ş
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_\_, 20\_\_\_.

Notary Public, State of Texas]<sup>3</sup>

 $<sup>\</sup>frac{3}{3}$  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 providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER	
STATE OF TEXAS	Ş
COUNTY OF	8 §

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

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

		Major Imp	orov	ement Ar	rea l	Bond	Improvement Area #2 Bond								
Installment Due	Additional				Additional					Administrative Annual			Annual		
1/31	Principal Interest Interest				Interest	Principal Interest Interest						Expenses	Installment		
2024	\$	129.40	\$	334.73	\$	31.01	\$ 613.61	\$	1,060.87	\$	147.36	\$	92.45	\$	2,409.44
2025	\$	138.99	\$	328.26	\$	30.36	\$ 619.68	\$	1,045.53	\$	144.29	\$	94.30	\$	2,401.42
2026	\$	143.78	\$	321.31	\$	29.67	\$ 631.83	\$	1,030.04	\$	141.19	\$	96.19	\$	2,394.02
2027	\$	153.37	\$	314.12	\$	28.95	\$ 643.99	\$	1,014.25	\$	138.03	\$	98.11	\$	2,390.81
2028	\$	162.95	\$	306.46	\$	28.18	\$ 656.14	\$	994.93	\$	134.81	\$	100.07	\$	2,383.54
2029	\$	167.75	\$	298.31	\$	27.37	\$ 692.59	\$	975.24	\$	131.53	\$	102.07	\$	2,394.86
2030	\$	177.33	\$	289.29	\$	26.53	\$ 704.74	\$	954.47	\$	128.07	\$	104.11	\$	2,384.54
2031	\$	191.71	\$	279.76	\$	25.64	\$ 729.04	\$	933.32	\$	124.54	\$	106.20	\$	2,390.22
2032	\$	201.30	\$	269.46	\$	24.68	\$ 753.34	\$	911.45	\$	120.90	\$	108.32	\$	2,389.45
2033	\$	210.88	\$	258.64	\$	23.68	\$ 777.64	\$	886.03	\$	117.13	\$	110.49	\$	2,384.48
2034	\$	225.26	\$	247.30	\$	22.62	\$ 814.09	\$	859.78	\$	113.24	\$	112.70	\$	2,395.00
2035	\$	230.05	\$	235.19	\$	21.50	\$ 838.40	\$	832.31	\$	109.17	\$	114.95	\$	2,381.57
2036	\$	244.43	\$	222.83	\$	20.35	\$ 874.85	\$	804.01	\$	104.98	\$	117.25	\$	2,388.69
2037	\$	258.81	\$	209.69	\$	19.12	\$ 899.15	\$	774.48	\$	100.61	\$	119.59	\$	2,381.46
2038	\$	273.19	\$	195.78	\$	17.83	\$ 935.60	\$	744.14	\$	96.11	\$	121.99	\$	2,384.63
2039	\$	287.57	\$	181.09	\$	16.46	\$ 972.05	\$	712.56	\$	91.43	\$	124.43	\$	2,385.60
2040	\$	306.74	\$	165.28	\$	15.03	\$ 1,008.51	\$	679.75	\$	86.57	\$	126.91	\$	2,388.79
2041	\$	325.91	\$	148.41	\$	13.49	\$ 1,044.96	\$	645.72	\$	81.53	\$	129.45	\$	2,389.47
2042	\$	345.08	\$	130.48	\$	11.86	\$ 1,081.41	\$	610.45	\$	76.31	\$	132.04	\$	2,387.63
2043	\$	364.25	\$	111.50	\$	10.14	\$ 1,130.01	\$	567.19	\$	70.90	\$	134.68	\$	2,388.68
2044	\$	383.42	\$	91.47	\$	8.32	\$ 1,178.61	\$	521.99	\$	65.25	\$	137.38	\$	2,386.44
2045	\$	402.59	\$	70.38	\$	6.40	\$ 1,239.37	\$	474.85	\$	59.36	\$	140.12	\$	2,393.07
2046	\$	426.56	\$	48.24	\$	4.39	\$ 1,287.97	\$	425.27	\$	53.16	\$	142.93	\$	2,388.51
2047	\$	450.52	\$	24.78	\$	2.25	\$ 1,348.72	\$	373.75	\$	46.72	\$	145.78	\$	2,392.53
2048	\$	-	\$	-	\$	-	\$ 1,871.20	\$	319.81	\$	39.98	\$	117.23	\$	2,348.21
2049	\$	-	\$	-	\$	-	\$ 1,956.26	\$	244.96	\$	30.62	\$	119.57	\$	2,351.41
2050	\$	-	\$	-	\$	-	\$ 2,041.31	\$	166.71	\$	20.84	\$	121.97	\$	2,350.82
2051	\$	-	\$	-	\$	-	\$ 2,126.37	\$	85.05	\$	10.63	\$	124.40	\$	2,346.46
Total	\$	6,201.84	\$ !	5,082.77	\$	465.81	\$ 29,471.45	\$	19,648.92	\$	2,585.27	\$	3,295.68	\$	66,751.74

#### 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.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

# 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.

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

## AFTER RECORDING<sup>1</sup> RETURN TO:

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

#### STREET ADDRESS

#### IMPROVEMENT AREA #2-A LOT TYPE 5 PRINCIPAL ASSESSMENT: \$39,240.62

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.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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 notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_\_, 20\_\_\_.

Notary Public, State of Texas]<sup>3</sup>

 $<sup>\</sup>frac{3}{3}$  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 providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER	
STATE OF TEXAS	Ş
COUNTY OF	8 §

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

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

	Major Improvement Area Bond						Improvement Area #2 Bond									
Installment					A	dditional					A	dditional		Administrative		Annual
Due 1/31	P	rincipal		nterest		nterest	(	Principal		Interest		nterest		Expenses	In	stallment
2024	\$	142.35	\$	368.21	\$	34.11	\$	674.97	\$	1,166.96	\$	162.09	\$	101.70	\$	2,650.38
2025	\$	152.89	\$	361.09	\$	33.40	\$	681.65	\$	1,150.09	\$	158.72	\$	103.73	\$	2,641.56
2026	\$	158.16	\$	353.44	\$	32.63	\$	695.02	\$	1,133.05	\$	155.31	\$	105.80	\$	2,633.42
2027	\$	168.71	\$	345.54	\$	31.84	\$	708.38	\$	1,115.67	\$	151.83	\$	107.92	\$	2,629.90
2028	\$	179.25	\$	337.10	\$	31.00	\$	721.75	\$	1,094.42	\$	148.29	\$	110.08	\$	2,621.89
2029	\$	184.52	\$	328.14	\$	30.10	\$	761.85	\$	1,072.77	\$	144.68	\$	112.28	\$	2,634.34
2030	\$	195.07	\$	318.22	\$	29.18	\$	775.21	\$	1,049.91	\$	140.87	\$	114.53	\$	2,622.99
2031	\$	210.88	\$	307.74	\$	28.21	\$	801.94	\$	1,026.66	\$	137.00	\$	116.82	\$	2,629.24
2032	\$	221.43	\$	296.40	\$	27.15	\$	828.68	\$	1,002.60	\$	132.99	\$	119.15	\$	2,628.39
2033	\$	231.97	\$	284.50	\$	26.04	\$	855.41	\$	974.63	\$	128.85	\$	121.54	\$	2,622.93
2034	\$	247.79	\$	272.03	\$	24.88	\$	895.50	\$	945.76	\$	124.57	\$	123.97	\$	2,634.50
2035	\$	253.06	\$	258.71	\$	23.65	\$	922.24	\$	915.54	\$	120.09	\$	126.45	\$	2,619.72
2036	\$	268.87	\$	245.11	\$	22.38	\$	962.33	\$	884.41	\$	115.48	\$	128.97	\$	2,627.56
2037	\$	284.69	\$	230.66	\$	21.04	\$	989.06	\$	851.93	\$	110.67	\$	131.55	\$	2,619.60
2038	\$	300.51	\$	215.36	\$	19.61	\$	1,029.16	\$	818.55	\$	105.72	\$	134.18	\$	2,623.10
2039	\$	316.32	\$	199.20	\$	18.11	\$	1,069.26	\$	783.82	\$	100.58	\$	136.87	\$	2,624.16
2040	\$	337.41	\$	181.81	\$	16.53	\$	1,109.36	\$	747.73	\$	95.23	\$	139.61	\$	2,627.67
2041	\$	358.50	\$	163.25	\$	14.84	\$	1,149.45	\$	710.29	\$	89.68	\$	142.40	\$	2,628.41
2042	\$	379.59	\$	143.53	\$	13.05	\$	1,189.55	\$	671.49	\$	83.94	\$	145.25	\$	2,626.39
2043	\$	400.68	\$	122.65	\$	11.15	\$	1,243.01	\$	623.91	\$	77.99	\$	148.15	\$	2,627.55
2044	\$	421.76	\$	100.62	\$	9.15	\$	1,296.48	\$	574.19	\$	71.77	\$	151.11	\$	2,625.08
2045	\$	442.85	\$	77.42	\$	7.04	\$	1,363.30	\$	522.33	\$	65.29	\$	154.14	\$	2,632.38
2046	\$	469.21	\$	53.06	\$	4.82	\$	1,416.77	\$	467.80	\$	58.48	\$	157.22	\$	2,627.36
2047	\$	495.57	\$	27.26	\$	2.48	\$	1,483.60	\$	411.13	\$	51.39	\$	160.36	\$	2,631.79
2048	\$	-	\$	-	\$	-	\$	2,058.32	\$	351.79	\$	43.97	\$	128.95	\$	2,583.03
2049	\$	-	\$	-	\$	-	\$	2,151.88	\$	269.45	\$	33.68	\$	131.53	\$	2,586.55
2050	\$	-	\$	-	\$	-	\$	2,245.44	\$	183.38	\$	22.92	\$	134.16	\$	2,585.91
2051	\$	-	\$	-	\$	-	\$	2,339.00	\$	93.56	\$	11.70	\$	136.84		2,581.10
Total	\$	6,822.03	<b>\$</b> !	5,591.05	\$	512.39	\$	32,418.59	\$	21,613.81	\$	2,843.79	\$	3,625.25	\$	73,426.91

#### 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.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

# 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.

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

## AFTER RECORDING<sup>1</sup> RETURN TO:

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

#### STREET ADDRESS

#### IMPROVEMENT AREA #2-B LOT TYPE 6 PRINCIPAL ASSESSMENT: \$32,682.94

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.

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

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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 notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_\_, 20\_\_\_.

Notary Public, State of Texas]<sup>3</sup>

 $<sup>\</sup>frac{3}{3}$  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 providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER	
STATE OF TEXAS	

COUNTY OF \_\_\_\_\_

purposes therein expressed.

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

ş ş ş

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

	Major Improvement Area Bond						Improv	ven	nent Area #	[					
Installment	Additional								Additional	Administrative Annua					
Due 1/31	I	Principal Interest Interest		Principal Interest				Interest	Expenses			Installment			
2024	\$	116.46	\$	301.26	\$	27.91	\$ 547.87	\$	975.53	\$	135.51	\$	84.63	\$	2,189.18
2025	\$	125.09	\$	295.44	\$	27.33	\$ 560.08	\$	961.84	\$	132.77	\$	86.33	\$	2,188.86
2026	\$	129.40	\$	289.18	\$	26.70	\$ 581.25	\$	947.83	\$	129.97	\$	88.05	\$	2,192.39
2027	\$	138.03	\$	282.71	\$	26.05	\$ 594.27	\$	933.30	\$	127.06	\$	89.81	\$	2,191.25
2028	\$	146.66	\$	275.81	\$	25.36	\$ 612.18	\$	915.48	\$	124.09	\$	91.61	\$	2,191.19
2029	\$	150.97	\$	268.48	\$	24.63	\$ 634.98	\$	897.11	\$	121.03	\$	93.44	\$	2,190.64
2030	\$	159.60	\$	260.36	\$	23.88	\$ 656.14	\$	878.06	\$	117.85	\$	95.31	\$	2,191.20
2031	\$	172.54	\$	251.78	\$	23.08	\$ 672.42	\$	858.38	\$	114.57	\$	97.22	\$	2,189.99
2032	\$	181.17	\$	242.51	\$	22.21	\$ 695.22	\$	838.20	\$	111.21	\$	99.16	\$	2,189.68
2033	\$	189.79	\$	232.77	\$	21.31	\$ 724.52	\$	814.74	\$	107.73	\$	101.14	\$	2,192.02
2034	\$	202.73	\$	222.57	\$	20.36	\$ 747.32	\$	790.29	\$	104.11	\$	103.17	\$	2,190.55
2035	\$	207.05	\$	211.67	\$	19.35	\$ 776.63	\$	765.07	\$	100.38	\$	105.23	\$	2,185.36
2036	\$	219.99	\$	200.54	\$	18.31	\$ 804.30	\$	738.85	\$	96.49	\$	107.34	\$	2,185.83
2037	\$	232.93	\$	188.72	\$	17.21	\$ 835.24	\$	711.71	\$	92.47	\$	109.48	\$	2,187.76
2038	\$	245.87	\$	176.20	\$	16.05	\$ 864.55	\$	683.52	\$	88.29	\$	111.67	\$	2,186.15
2039	\$	258.81	\$	162.99	\$	14.82	\$ 898.74	\$	654.34	\$	83.97	\$	113.90	\$	2,187.56
2040	\$	276.06	\$	148.75	\$	13.52	\$ 928.04	\$	624.01	\$	79.48	\$	116.18	\$	2,186.05
2041	\$	293.32	\$	133.57	\$	12.14	\$ 962.23	\$	592.69	\$	74.84	\$	118.51	\$	2,187.29
2042	\$	310.57	\$	117.43	\$	10.68	\$ 996.42	\$	560.21	\$	70.03	\$	120.88	\$	2,186.22
2043	\$	327.82	\$	100.35	\$	9.12	\$ 1,040.38	\$	520.36	\$	65.04	\$	123.29	\$	2,186.38
2044	\$	345.08	\$	82.32	\$	7.48	\$ 1,087.60	\$	478.74	\$	59.84	\$	125.76	\$	2,186.83
2045	\$	362.33	\$	63.34	\$	5.76	\$ 1,133.19	\$	435.24	\$	54.40	\$	128.28	\$	2,182.54
2046	\$	383.90	\$	43.42	\$	3.95	\$ 1,182.03	\$	389.91	\$	48.74	\$	130.84	\$	2,182.78
2047	\$	405.47	\$	22.30	\$	2.03	\$ 1,234.13	\$	342.63	\$	42.83	\$	133.46	\$	2,182.84
2048	\$	-	\$	-	\$	-	\$ 1,719.32	\$	293.26	\$	36.66	\$	107.80	\$	2,157.04
2049	\$	-	\$	-	\$	-	\$ 1,792.59	\$	224.49	\$	28.06	\$	109.96	\$	2,155.10
2050	\$	-	\$	-	\$	-	\$ 1,869.11	\$	152.79	\$	19.10	\$	112.16	\$	2,153.15
2051	\$	-	\$	-	\$	-	\$ 1,950.52	\$	78.02	\$	9.75	\$	114.40	\$	2,152.69
Total	\$	5,581.65	\$	4,574.48	\$	419.23	\$ 27,101.29	\$	18,056.58	\$	2,376.27	\$	3,019.01	\$	61,128.52

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

#### 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 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<sup>1</sup> RETURN TO:

NOTICE OF OBLIGATION 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: \$36,314.38

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.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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 notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_\_, 20\_\_\_.

Notary Public, State of Texas]<sup>3</sup>

 $<sup>\</sup>frac{3}{3}$  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 providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER	
STATE OF TEXAS	ş
COUNTY OF	8 §

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

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

	Major Improvement Area Bond							Impro	ver	nent Area #	‡2 B					
Installment			Additional								A	Administrative Annual				
Due 1/31		Principal	lı	nterest		Interest		Principal	Interest			Interest		Expenses	Ir	nstallment
2024	\$	129.40	\$	334.73	\$	31.01	\$	608.75	\$	1,083.93	\$	150.56	\$	94.04	\$	2,432.42
2025	\$	138.99	\$	328.26	\$	30.36	\$	622.31	\$	1,068.71	\$	147.52	\$	95.92	\$	2,432.07
2026	\$	143.78	\$	321.31	\$	29.67	\$	645.83	\$	1,053.15	\$	144.41	\$	97.84	\$	2,435.99
2027	\$	153.37	\$	314.12	\$	28.95	\$	660.30	\$	1,037.00	\$	141.18	\$	99.79	\$	2,434.72
2028	\$	162.95	\$	306.46	\$	28.18	\$	680.20	\$	1,017.20	\$	137.88	\$	101.79	\$	2,434.65
2029	\$	167.75	\$	298.31	\$	27.37	\$	705.53	\$	996.79	\$	134.48	\$	103.82	\$	2,434.04
2030	\$	177.33	\$	289.29	\$	26.53	\$	729.05	\$	975.62	\$	130.95	\$	105.90	\$	2,434.67
2031	\$	191.71	\$	279.76	\$	25.64	\$	747.14	\$	953.75	\$	127.30	\$	108.02	\$	2,433.32
2032	\$	201.30	\$	269.46	\$	24.68	\$	772.46	\$	931.34	\$	123.57	\$	110.18	\$	2,432.98
2033	\$	210.88	\$	258.64	\$	23.68	\$	805.03	\$	905.27	\$	119.70	\$	112.38	\$	2,435.57
2034	\$	225.26	\$	247.30	\$	22.62	\$	830.35	\$	878.10	\$	115.68	\$	114.63	\$	2,433.94
2035	\$	230.05	\$	235.19	\$	21.50	\$	862.92	\$	850.07	\$	111.53	\$	116.92	\$	2,428.18
2036	\$	244.43	\$	222.83	\$	20.35	\$	893.67	\$	820.95	\$	107.21	\$	119.26	\$	2,428.70
2037	\$	258.81	\$	209.69	\$	19.12	\$	928.04	\$	790.79	\$	102.75	\$	121.65	\$	2,430.84
2038	\$	273.19	\$	195.78	\$	17.83	\$	960.61	\$	759.47	\$	98.10	\$	124.08	\$	2,429.05
2039	\$	287.57	\$	181.09	\$	16.46	\$	998.60	\$	727.05	\$	93.30	\$	126.56	\$	2,430.63
2040	\$	306.74	\$	165.28	\$	15.03	\$	1,031.16	\$	693.34	\$	88.31	\$	129.09	\$	2,428.94
2041	\$	325.91	\$	148.41	\$	13.49	\$	1,069.15	\$	658.54	\$	83.15	\$	131.67	\$	2,430.32
2042	\$	345.08	\$	130.48	\$	11.86	\$	1,107.14	\$	622.46	\$	77.81	\$	134.31	\$	2,429.14
2043	\$	364.25	\$	111.50	\$	10.14	\$	1,155.98	\$	578.17	\$	72.27	\$	136.99	\$	2,429.31
2044	\$	383.42	\$	91.47	\$	8.32	\$	1,208.45	\$	531.93	\$	66.49	\$	139.73	\$	2,429.81
2045	\$	402.59	\$	70.38	\$	6.40	\$	1,259.10	\$	483.60	\$	60.45	\$	142.53	\$	2,425.04
2046	\$	426.56	\$	48.24	\$	4.39	\$	1,313.37	\$	433.23	\$	54.15	\$	145.38	\$	2,425.31
2047	\$	450.52	\$	24.78	\$	2.25	\$	1,371.26	\$	380.70	\$	47.59	\$	148.29	\$	2,425.38
2048	\$	-	\$	-	\$	-	\$	1,910.36	\$	325.85	\$	40.73	\$	119.78	\$	2,396.71
2049	\$	-	\$	-	\$	-	\$	1,991.76	\$	249.43	\$	31.18	\$	122.18	\$	2,394.55
2050	\$	-	\$	-	\$	-	\$	2,076.79	\$	169.76	\$	21.22	\$	124.62	\$	2,392.39
2051	\$	-	\$	-	\$	-	\$	2,167.24	\$	86.69	\$	10.84	\$	127.11	\$	2,391.88
Total	\$	6,201.83	\$ !	5,082.76	\$	465.81	\$	30,112.55	\$	20,062.87	\$	2,640.30	\$	3,354.46	\$	67,920.58

#### 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.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

# 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<sup>1</sup> RETURN TO:

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

#### STREET ADDRESS

#### IMPROVEMENT AREA #2-B LOT TYPE 8 PRINCIPAL ASSESSMENT: \$39,945.82

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.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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 notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	§
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_\_, 20\_\_\_.

Notary Public, State of Texas]<sup>3</sup>

 $<sup>\</sup>frac{3}{3}$  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 providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER	
STATE OF TEXAS	ş
COUNTY OF	8 §

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

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

	Major Improvement Area Bond							Impro	ver	nent Area	<b>‡2 B</b>					
Installment		Additional									A		Administrative	Annual		
Due 1/31		Principal	I	nterest		Interest		Principal		Interest		Interest	Expenses			nstallment
2024	\$	142.35	\$	368.21	\$	34.11	\$	669.62	\$	1,192.32	\$	165.62	\$	103.44	\$	2,675.66
2025	\$	152.89	\$	361.09	\$	33.40	\$	684.54	\$	1,175.58	\$	162.27	\$	105.51	\$	2,675.28
2026	\$	158.16	\$	353.44	\$	32.63	\$	710.41	\$	1,158.46	\$	158.85	\$	107.62	\$	2,679.59
2027	\$	168.71	\$	345.54	\$	31.84	\$	726.33	\$	1,140.70	\$	155.30	\$	109.77	\$	2,678.19
2028	\$	179.25	\$	337.10	\$	31.00	\$	748.22	\$	1,118.91	\$	151.66	\$	111.97	\$	2,678.12
2029	\$	184.52	\$	328.14	\$	30.10	\$	776.08	\$	1,096.47	\$	147.92	\$	114.21	\$	2,677.44
2030	\$	195.07	\$	318.22	\$	29.18	\$	801.95	\$	1,073.19	\$	144.04	\$	116.49	\$	2,678.14
2031	\$	210.88	\$	307.74	\$	28.21	\$	821.85	\$	1,049.13	\$	140.03	\$	118.82	\$	2,676.65
2032	\$	221.43	\$	296.40	\$	27.15	\$	849.71	\$	1,024.47	\$	135.92	\$	121.20	\$	2,676.28
2033	\$	231.97	\$	284.50	\$	26.04	\$	885.53	\$	995.79	\$	131.68	\$	123.62	\$	2,679.13
2034	\$	247.79	\$	272.03	\$	24.88	\$	913.39	\$	965.91	\$	127.25	\$	126.09	\$	2,677.34
2035	\$	253.06	\$	258.71	\$	23.65	\$	949.21	\$	935.08	\$	122.68	\$	128.61	\$	2,671.00
2036	\$	268.87	\$	245.11	\$	22.38	\$	983.04	\$	903.04	\$	117.93	\$	131.19	\$	2,671.57
2037	\$	284.69	\$	230.66	\$	21.04	\$	1,020.85	\$	869.87	\$	113.02	\$	133.81	\$	2,673.93
2038	\$	300.51	\$	215.36	\$	19.61	\$	1,056.67	\$	835.41	\$	107.92	\$	136.49	\$	2,671.96
2039	\$	316.32	\$	199.20	\$	18.11	\$	1,098.46	\$	799.75	\$	102.63	\$	139.22	\$	2,673.69
2040	\$	337.41	\$	181.81	\$	16.53	\$	1,134.27	\$	762.68	\$	97.14	\$	142.00	\$	2,671.84
2041	\$	358.50	\$	163.25	\$	14.84	\$	1,176.06	\$	724.40	\$	91.47	\$	144.84	\$	2,673.36
2042	\$	379.59	\$	143.53	\$	13.05	\$	1,217.85	\$	684.70	\$	85.59	\$	147.74	\$	2,672.05
2043	\$	400.67	\$	122.65	\$	11.15	\$	1,271.58	\$	635.99	\$	79.50	\$	150.69	\$	2,672.24
2044	\$	421.76	\$	100.62	\$	9.15	\$	1,329.29	\$	585.13	\$	73.14	\$	153.71	\$	2,672.79
2045	\$	442.85	\$	77.42	\$	7.04	\$	1,385.01	\$	531.95	\$	66.49	\$	156.78	\$	2,667.55
2046	\$	469.21	\$	53.06	\$	4.82	\$	1,444.71	\$	476.55	\$	59.57	\$	159.92	\$	2,667.85
2047	\$	495.57	\$	27.26	\$	2.48	\$	1,508.39	\$	418.77	\$	52.35	\$	163.11	\$	2,667.92
2048	\$	-	\$	-	\$	-	\$	2,101.39	\$	358.43	\$	44.80	\$	131.76	\$	2,636.39
2049	\$	-	\$	-	\$	-	\$	2,190.94	\$	274.38	\$	34.30	\$	134.39	\$	2,634.01
2050	\$	-	\$	-	\$	-	\$	2,284.47	\$	186.74	\$	23.34	\$	137.08	\$	2,631.63
2051	\$	-	\$	-	\$	-	\$	2,383.97	\$	95.36	\$	11.92	\$	139.82	\$	2,631.07
Total	\$	6,822.02	\$	5,591.04	\$	512.39	\$	33,123.80	\$	22,069.16	\$	2,904.33	\$	3,689.90	\$	74,712.64

#### 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.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

# 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<sup>1</sup> RETURN TO:

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

#### STREET ADDRESS

#### IMPROVEMENT AREA #2-B LOT TYPE COMMERCIAL (PER ACRE) PRINCIPAL ASSESSMENT: \$136,178.92

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.

<sup>&</sup>lt;sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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 notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

STATE OF TEXAS	§
	Ş
COUNTY OF	§

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

Given under my hand and seal of office on this \_\_\_\_\_\_, 20\_\_\_.

Notary Public, State of Texas]<sup>3</sup>

 $<sup>\</sup>frac{3}{3}$  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 providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER	
STATE OF TEXAS	Ş
COUNTY OF	8 §

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

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>4</sup>

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

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

	Major Improvement Area Bond						Improvement Area #2 Bond										
Installment Due	Additional									Ac	ditional	Administrative			Annual		
1/31	F	Principal		Interest	Interest			Principal	Interest			nterest		Expenses	Installment		
2024	\$	485.27	\$	1,255.25	\$	116.28	\$	2,282.80	\$	4,064.72	\$	564.61	\$	352.64	\$	9,121.57	
2025	\$	521.21	\$	1,230.98	\$	113.86	\$	2,333.67	\$	4,007.65	\$	553.20	\$	359.69	\$	9,120.27	
2026	\$	539.19	\$	1,204.92	\$	111.25	\$	2,421.87	\$	3,949.31	\$	541.53	\$	366.88	\$	9,134.95	
2027	\$	575.13	\$	1,177.96	\$	108.56	\$	2,476.14	\$	3,888.77	\$	529.42	\$	374.22	\$	9,130.19	
2028	\$	611.08	\$	1,149.21	\$	105.68	\$	2,550.76	\$	3,814.48	\$	517.04	\$	381.71	\$	9,129.95	
2029	\$	629.05	\$	1,118.65	\$	102.63	\$	2,645.74	\$	3,737.96	\$	504.28	\$	389.34	\$	9,127.65	
2030	\$	665.00	\$	1,084.84	\$	99.48	\$	2,733.93	\$	3,658.59	\$	491.06	\$	397.13	\$	9,130.01	
2031	\$	718.91	\$	1,049.10	\$	96.15	\$	2,801.77	\$	3,576.57	\$	477.39	\$	405.07	\$	9,124.96	
2032	\$	754.86	\$	1,010.46	\$	92.56	\$	2,896.74	\$	3,492.52	\$	463.38	\$	413.17	\$	9,123.68	
2033	\$	790.81	\$	969.88	\$	88.79	\$	3,018.85	\$	3,394.75	\$	448.89	\$	421.43	\$	9,133.41	
2034	\$	844.72	\$	927.38	\$	84.83	\$	3,113.83	\$	3,292.86	\$	433.80	\$	429.86	\$	9,127.29	
2035	\$	862.70	\$	881.97	\$	80.61	\$	3,235.94	\$	3,187.77	\$	418.23	\$	438.46	\$	9,105.68	
2036	\$	916.62	\$	835.60	\$	76.29	\$	3,351.27	\$	3,078.56	\$	402.05	\$	447.23	\$	9,107.62	
2037	\$	970.53	\$	786.34	\$	71.71	\$	3,480.16	\$	2,965.45	\$	385.29	\$	456.17	\$	9,115.66	
2038	\$	1,024.45	\$	734.17	\$	66.86	\$	3,602.27	\$	2,848.00	\$	367.89	\$	465.30	\$	9,108.94	
2039	\$	1,078.37	\$	679.10	\$	61.74	\$	3,744.73	\$	2,726.42	\$	349.88	\$	474.60	\$	9,114.85	
2040	\$	1,150.26	\$	619.79	\$	56.34	\$	3,866.84	\$	2,600.04	\$	331.16	\$	484.10	\$	9,108.54	
2041	\$	1,222.15	\$	556.53	\$	50.59	\$	4,009.31	\$	2,469.53	\$	311.82	\$	493.78	\$	9,113.72	
2042	\$	1,294.05	\$	489.31	\$	44.48	\$	4,151.77	\$	2,334.22	\$	291.78	\$	503.65	\$	9,109.26	
2043	\$	1,365.94	\$	418.14	\$	38.01	\$	4,334.94	\$	2,168.15	\$	271.02	\$	513.73	\$	9,109.92	
2044	\$	1,437.83	\$	343.01	\$	31.18	\$	4,531.67	\$	1,994.75	\$	249.34	\$	524.00	\$	9,111.79	
2045	\$	1,509.72	\$	263.93	\$	23.99	\$	4,721.62	\$	1,813.48	\$	226.69	\$	534.48	\$	9,093.91	
2046	\$	1,599.58	\$	180.90	\$	16.45	\$	4,925.14	\$	1,624.62	\$	203.08	\$	545.17	\$	9,094.93	
2047	\$	1,689.45	\$	92.92	\$	8.45	\$	5,142.23	\$	1,427.61	\$	178.45	\$	556.07	\$	9,095.18	
2048	\$	-	\$	-	\$	-	\$	7,163.84	\$	1,221.92	\$	152.74	\$	449.18	\$	8,987.68	
2049	\$	-	\$	-	\$	-	\$	7,469.12	\$	935.37	\$	116.92	\$	458.16	\$	8,979.57	
2050	\$	-	\$	-	\$	-	\$	7,787.96	\$	636.60	\$	79.58	\$	467.32	\$	8,971.47	
2051	\$	-	\$	-	\$	-	\$	8,127.16	\$	325.09	\$	40.64	\$	476.67	\$	8,969.55	
Total	\$	23,256.88	\$	19,060.35	\$	1,746.78	\$ 3	112,922.05	\$	75,235.77	\$ <b>!</b>	9,901.14	\$	12,579.22	\$2	254,702.19	

#### 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.

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

#### City Council Meeting

#### July 25, 2023

#### Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: 8

Title: Consider and take any necessary action regarding a Resolution 617-23 approving the placement of consideration and adoption of the 2023 Tax Year Property Tax Rate on the City Council meeting agenda for September 12, 2023, for the City of Justin, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024; calling a public hearing on the proposed property tax rate to be held on September 12, 2023 at 6 pm; requiring publication of the notice of the 2023 tax year proposed property tax rate in a newspaper of general circulation in the City; posting the notice on the City's website; and providing an effective date.

Department: Finance

Contact: Finance Director, Josh Armstrong

Recommendation: To set the proposed tax rate at \$0.630693 and approve a resolution calling a Public Hearing on Tax Increase for September 12, 2023 6:00PM at City Hall (415 N. College Ave Justin, Texas 76247)

#### Background:

Texas Tax Code SEC. 26.06 requires taxing units to comply with truth-in-taxation laws in adopting their tax rate. Taxing units must publish a "NOTICE OF PUBLIC HEARING ON TAX INCREASE" and hold one public hearing before adopting a tax rate. This has changed from previous years due to Senate Bill 2 of the 86<sup>th</sup> Legislative Session of the Texas Legislature.

If approved, the City Secretary shall publish a "NOTICE OF PUBLIC HEARING ON TAX INCREASE" in the City's official newspaper, and on city website, in compliance with all state statutes. The language in the notice is stipulated by State statute and cannot be changed.

You can expect to vote on adopting a tax rate at the September 12<sup>th</sup>, 2023 meeting following the public hearing. The only reason this wouldn't happen is if a budget is not passed at that meeting. State law requires the City adopt a budget prior to adopting a tax rate. We must adopt a tax rate by September 17<sup>th</sup>, 2023 to ensure we comply with state laws.

City Attorney Review:

Attachments:

1.

#### **CITY OF JUSTIN, TEXAS**

#### **RESOLUTION NO. 617-23**

A RESOLUTION OF THE CITY OF JUSTIN, TEXAS PLACING CONSIDERATION AND ADOPTION OF THE 2023 TAX YEAR PROPERTY TAX RATE ON THE SEPETEMBER 12, 2023 CITY COUNCIL MEETING, TO ADOPT A 2023 TAX YEAR PROPERTY TAX RATE THAT WILL EXCEED THE NO NEW REVENUE TAX RATE AND THE VOTER APPROVAL TAX RATE BUT DOES NOT EXCEED THE DE MINIMIS RATE FOR THE CITY OF JUSTIN, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; CALLING A PUBLIC HEARING ON TAX INCREASE TO BE HELD ON SEPTEMBER 12, 2023 AT 6:00PM; REQUIRING PUBLICATION OF THE NOTICE OF 2023 TAX YEAR PROPERTY TAX RATE IN A NEWPAPER OF GENERAL CIRCULATION IN THE CITY; POSTING THE NOTICE ON THE CITY'S WEBSITE; AND PROVIDING AN EFFECTIVE DATE.

#### RECITALS

**WHEREAS,** the City of Justin, Texas is a Type A general-law municipality located in Denton County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Justin, Texas will meet and determine the necessary appropriations required for Fiscal Year 2023-2024 on the 12th day of September, 2023 and will determine it to be in the best interest of the citizens of Justin to propose a tax rate that will Exceed the No New Revenue Rate and the Voter Approval Rate, but not exceed the De Minimis Rate.

# NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS AS FOLLOWS:

**SECTION 1**. THAT The City Manager is hereby directed to place consideration and adoption of the 2023 Tax Year Property Tax Rate for the City of Justin, Texas on the City Council meeting agenda for September 12, 2023, at 6:00PM at the Justin City Hall, 415 N. College Ave., Justin, Texas 76247...

**SECTION 2.** THAT The City Council hereby authorizes and calls a public hearing (Public Hearing on Tax Increase, as required by Texas Tax Code §26) to be held on September 12, 2023 at or after 6:00 p.m. at the Justin City Hall, 415 N. College Avenue, Justin, Texas 76247, at which the City Council shall, among other actions, hear and pass on any objections to the proposed property tax rate; and, upon the adjournment of the Public Hearing on Tax Increase, the City Council will consider an ordinance adopting a tax rate for tax year 2023.

**SECTION 3.** THAT The City Council hereby authorizes the City Secretary to publish Notice of Public Hearing on Tax Increase to be held on September 12, 2023, in the form prescribed by Section 26 of the Texas Tax Code, in a paper of general circulation in the City.

**SECTION 4.** THAT The City Council hereby authorizes the City Manager to publish the Notice of Public Hearing on Tax Increase to be held on September 12, 2023, on the City's website as prescribed by Section 26 Texas Tax Code

[Remainder of Page Intentionally Left Blank]

# DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF JUSTIN, TEXAS ON JULY 25, 2023.

CITY OF JUSTIN, TEXAS

**APPROVED:** 

James Clark, Mayor

ATTEST:

Brittany Andrews, City Secretary

#### City Council Meeting

#### July 25, 2023

#### Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: 9

Title: Consider and take appropriate action calling a public hearing on the proposed Fiscal Year 2023-2024 Budget for September 12, 2023, at 6pm at Justin City Hall.

Department: Finance

Contact: Finance Director, Josh Armstrong

Recommendation: Move to call a Public Hearing on the proposed budget for September 12, 2023 6:00PM at City Hall (415 N. College Ave Justin, Texas 76247)

Background: The proposed budget will be available Monday, August 7, 2023, on the website and in the City Secretary's office. The purpose of the public hearing is to allow the public an opportunity to comment on the proposed budget that will be put forward for the council's consideration. The proposed budget is built on our current tax rate of \$0.630693/\$100 valuation. The public Hearing is scheduled for September 12, 2023 6:00PM at City Hall.

City Attorney Review:

Attachments: 1. N/A

#### City Council Meeting

#### July 25, 2023

## Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: #10

Title: Conduct a Public Hearing and Ordinance 749-23 on first reading to consider an amendment to the existing Planned-Development (GB-PD 724) to allow wall signage for Justin Self-Storage legally described as A0207A F.B. BORDEN, TR 8G(PT), 2.725 ACRES addressed as 103 HARDEMAN BLVD.

Department: Development

Contact: Director of Planning and Development, Matt Cyr

Staff Recommendation: Staff recommends consideration based on the request.

Background:

The Applicant is requesting to utilize wall signage. According to the existing PD conditions that was approved, wall signage is not permitted.

There was an amendment requested that was brought forward to the Planning and Zoning Commission in April of 2022 relating to the site design (parking, landscape buffer, and signage). The Planning and Zoning Commission recommended approval with the condition that wall signage be permitted in lieu of the monument sign that was approved. City Council approved the amendment to the Planned Development with one of the conditions requiring a monument sign be placed in lieu of wall signage.

The following properties to the south have wall signage. These properties are Justin Family Dentistry, Duffy Dental, and Bishop Gardens.

City Attorney Review: N/A

Attachments:

- 1. Map
- 2. Supporting Documentation



#### PLANNING & ZONING COMMISSION MEETING Staff Report June 20, 2023

#### STAFF CONTACT: Matt Cyr, Director of Planning and Development Services

PROJECT: Consider and act upon a recommendation to City Council for an amendment to the existing Planned-Development (GB-PD 724) to allow wall signage for Justin Self-Storage legally described as A0207A F.B. BORDEN, TR 8G(PT), 2.725 ACRES addressed as 103 HARDEMAN BLVD.

- **APPLICANT:** IntegraTX Construction LLC, Steve Bulleri
- **EXECUTIVE SUMMARY:** The Applicant is requesting to utilize wall signage. According to the existing PD conditions that was approved, wall signage is not permitted.
- **DETAILS:** There was an amendment requested that was brought forward to the Planning and Zoning Commission in April of 2022 relating to the site design (parking, landscape buffer, and signage). The Planning and Zoning Commission recommended approval with the condition that wall signage be permitted in lieu of the monument sign that was approved. City Council approved the amendment to the Planned Development with one of the conditions requiring a monument sign be placed in lieu of wall signage.

The Applicant came forward again in February of 2023. The Commission unanimously recommended approval based on the sign meeting the ordinances and the businesses to the south employing wall signage. The City Council denied the request 3-2 on the first reading on March 28th of 2023. The application was withdrawn before the second reading.

#### ADJACENT PROPERTIES:

The following properties to the south have wall signage. These properties are Justin Family Dentistry, Duffy Dental, and Bishop Gardens.

#### **ACTION CONSIDERED:**

1) Make a recommendation to City Council to approve, approve with conditions, table with clarification and intent or deny.

#### **STAFF RECOMMENDATION:**

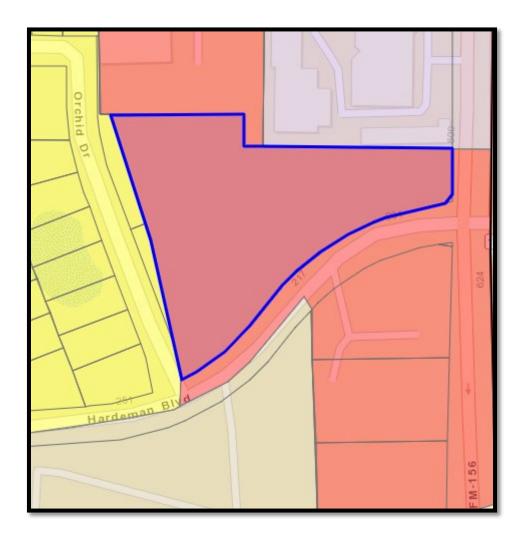
Staff has reviewed the application and recommend consideration of the request.

#### **ATTACHMENTS:**



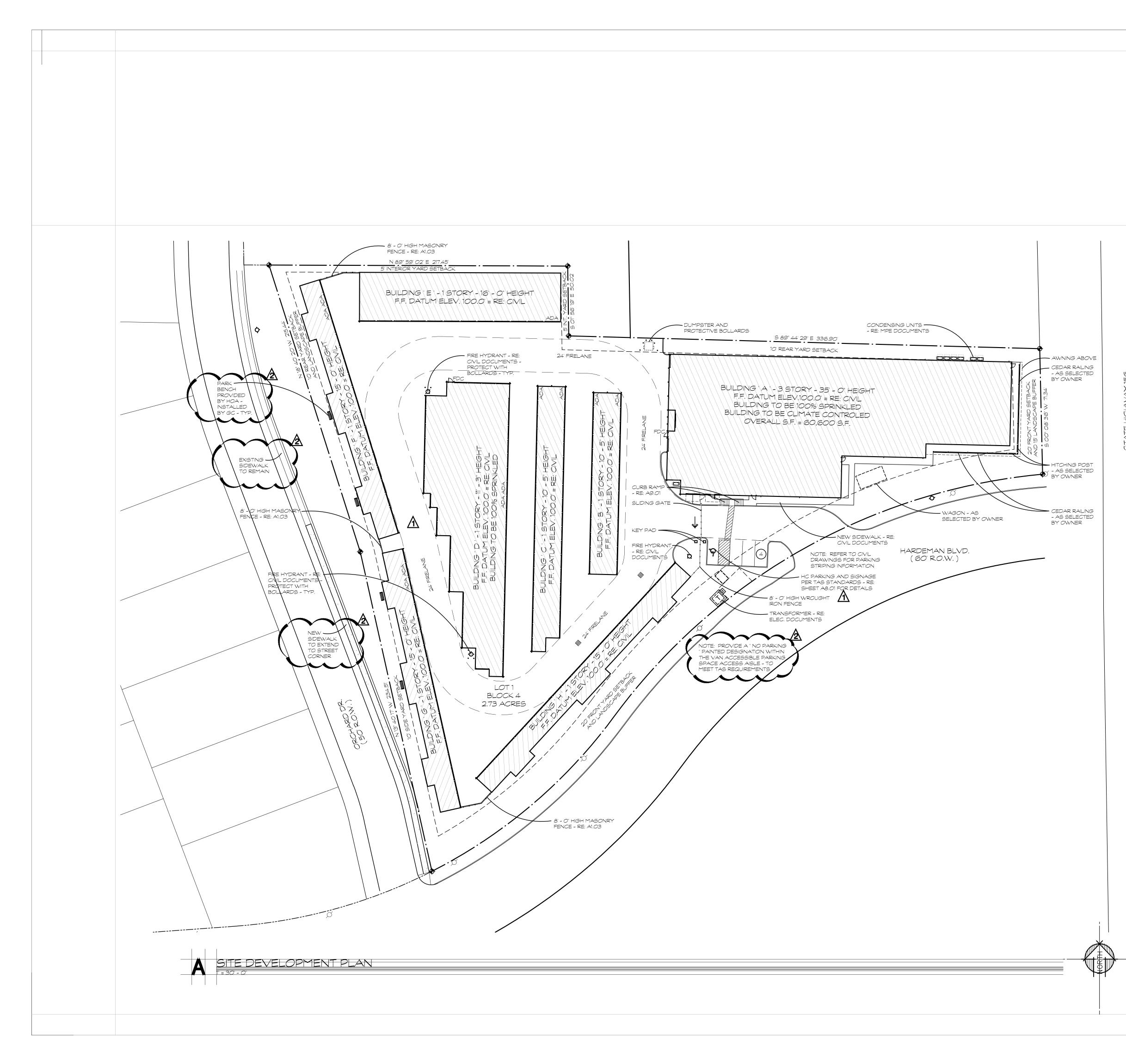
- (A) Map(B) Supporting Documentation



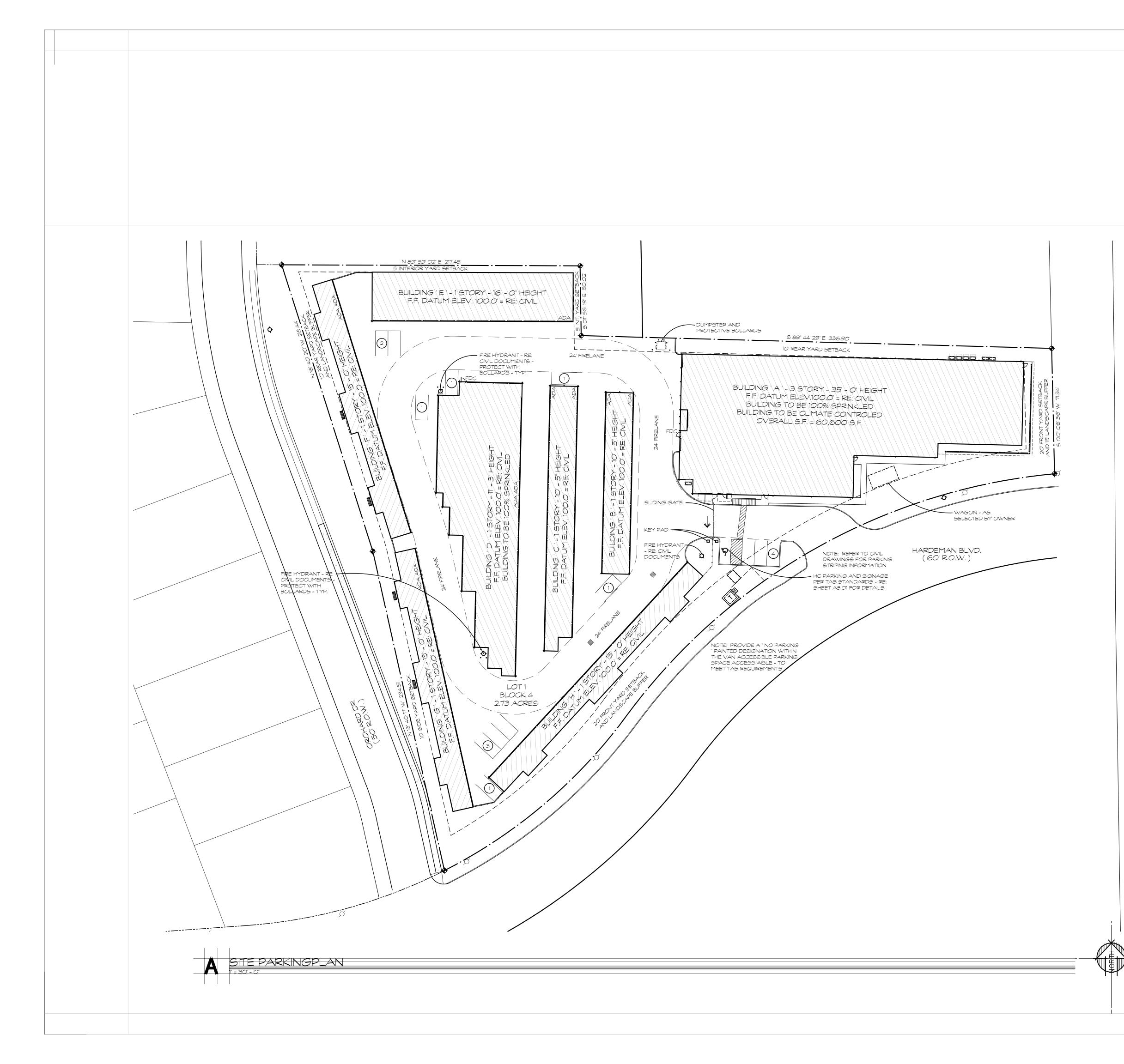


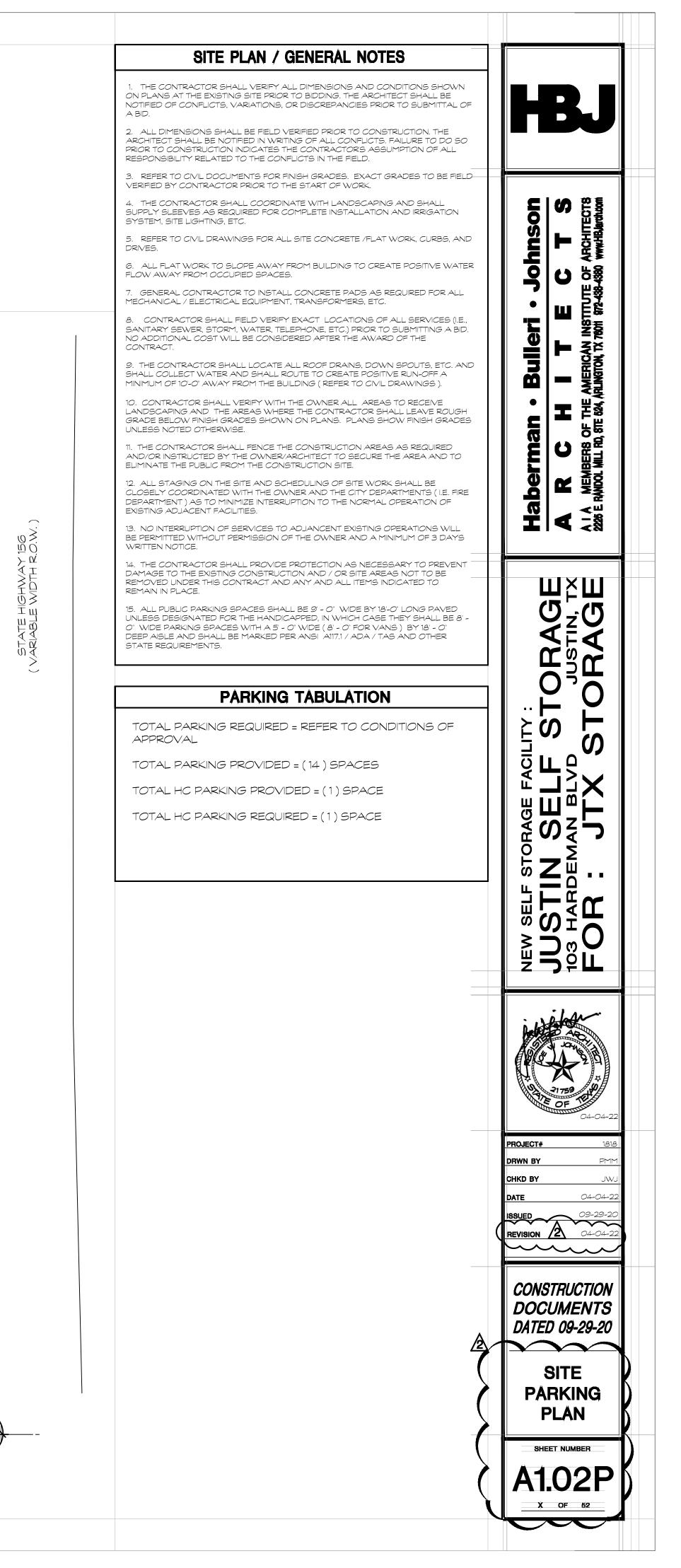


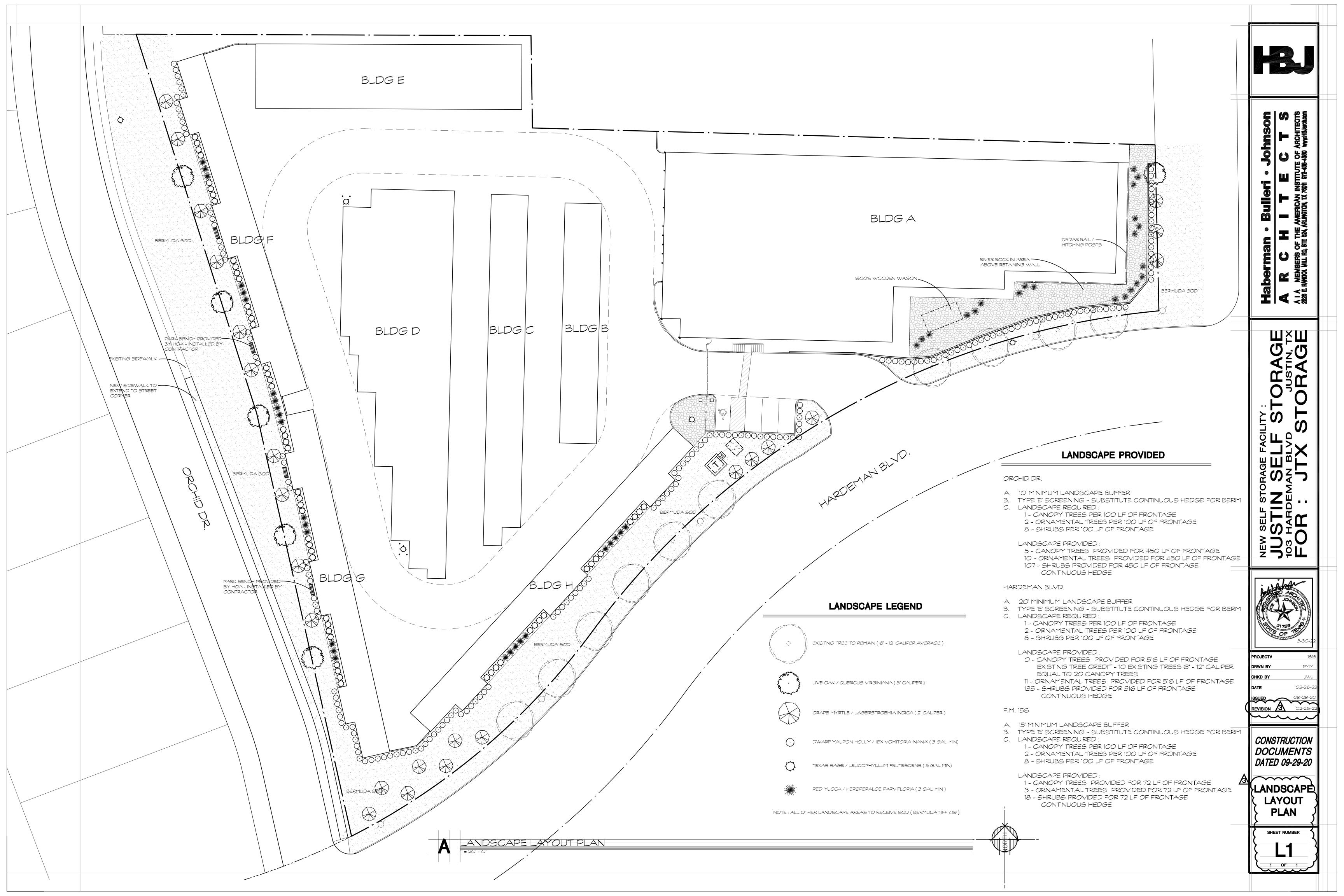
A	CONDITIONS OF APPROVAL         ADDRESS       103 HARDEMAN BLVD.
	JUSTIN, TEXAS EXISTING ZONING: GENERAL BUSINESS ( GB ) DISTRICT
•	PROPOSED ZONING: GB - PD ( PLANNED DEVELOPMENT ) ALL REQUIREMENTS OF THE GB ZONING DISTRICT SHALL APPLY AND
4	REMAIN IN EFFECT EXCEPT AS HEREBY AMENDED AND LISTED BELOW : 1) PERMITTED USES :
$\left\langle \right\rangle$	SELF-STORAGE WAREHOUSING AND STORAGE DEVELOPMENT IS ALLOWED WITH COMPLIANCE WITH LISTED CONDITIONS OF APPROVAL. HOURS OF OPERATIONS, AS APPROVED, SHALL BE CONFINED WITHIN THE FOLLOWING HOURS : 6 AM TO 9 PM, M - F AND 6 AM - 8 PM SATURDAY AND SUNDAY.
	2) PARKING REGULATIONS : a) A MINIMUM OF 4 PARKING SPACES, INCLUDING ONE (1) ADA PARKING SPACE IN FRONT OF THE OFFICE LOCATION, SHALL BE INSTALLED. 8 ADDITIONAL TEMPORARY PARKING SPACES, WITH NO OVERNIGHT PARKING ALLOWED, SHALL BE INSTALLED AROUND THE PROPOSED BUILDINGS AND ALSO SHALL BE STRIPED OUTSIDE THE DESIGNATED FIRE LANES.
	b) NO RV'S, BOATS, OR TRAILERS SHALL BE ALLOWED TO BE PARKED, STORED, OR MAINTAINED ON PROPERTY AT ANY TIME.
	$\boldsymbol{c}$ ) FIRE LANES SHALL BE OPEN AND ACCESSIBLE BY FIRE PROTECTION OR EMERGENCY VEHICLES AT ALL TIMES.
	3 ) DEVELOPMENT REGULATIONS : SETBACKS :
	a ) FRONT YARD SETBACKS FOR HARDEMAN BOULEVARD AND FM 156 - 20 FEET FROM PROPERTY LINE.
	b ) SIDE YARD SETBACKS FOR ORCHID DRIVE - 10 FEET FROM PROPERTY LINE.
	c ) REAR YARD SETBACK - 10 FEET FROM PROPERTY LINE.
	d ) REAR YARD SETBACK FOR BUILDING ' E ' ( AS SHOWN ON PLOT PLAN ) - 5 FEET ON NORTH AND EAST SIDES OF THIS BUILDING TO PROPERTY LINE.
	e ) REAR YARD SETBACK FOR BUILDING ' A ' - 10 FEET ON NORTH SIDE OF BUILDING. BUILDING HEIGHT :
	MAXIMUM BUILDING HEIGHT SHALL BE LIMITED TO 35 FEET FOR ALL BUILDINGS. LOT COVERAGE :
	MAXIMUM LOT COVERAGE FOR ALL BUILDINGS SHALL BE NO MORE THAN 42% LOT COVERAGE OR 49,891 TOTAL SQUARE FEET FOR 1ST FLOOR FOOTPRINT. LANDSCAPING :
	A LANDSCAPING BUFFER OF 20 FOOT MINIMUM WIDTH SHALL BE INSTALLED ALONG HARDEMAN BOULEVARD AND A 15 MINIMUM WIDTH ALONG FM 156 FRONTAGES. LANDSCAPE BUFFER ON THESE FRONTAGES SHALL BE PLANTED IN FRONT OF A PLANNED EIGHT (8) FOOT HIGH MASONRY WALL AND SHALL BE MOUNDED BERM CONFIGURATIONS.
	EXISTING TREES SHALL REMAIN IN PLACE AND INCORPORATED INTO THE OVERALL SITE LANDSCAPE PLAN TO THE MAXIMUM EXTENT POSSIBLE.
	A LANDSCAPING BUFFER OF 10 FOOT MINIMUM SHALL BE INSTALLED ALONG ORCHID DRIVE FRONTAGE. LANDSCAPE BUFFER SHALL BE PLANTED IN FRONT OF PLANNED EIGHT (8) FOOT HIGH MASONRY WALL AND SHALL USE A BERM ALONG THIS FRONTAGE.
	LANDSCAPE BUFFER MATERIALS SHALL BE TYPE E AS DESCRIBED IN ORDINANCE AND INCLUDE, AT A MINIMUM (PER EVERY 100 LINEAR FEET ): ONE (1) CANOPY TREE WITH A MINIMUM HEIGHT OF 20 FEET, TWO (2) ACCENT TREES WITH A MINIMUM OF 10 FEET AND EIGHT OR MORE SHRUBS PLANTED IN BERMS LOCATED ALONG FM 156, HARDEMAN BOULEVARD AND ORCHID DRIVE.
	JTX STORAGE AGREES TO MAINTAIN THE LANDSCAPING OF THE PROPERTY OWNED BY HARDEMAN ESTATES HOA LOCATED FROM THE WEST PROPERTY LINE AND TO BACK OF CURB ALONG ORCHID DRIVE
	A FINAL LANDSCAPE PLANINCORPORATING ABOVE LISTED CHANGES AND REVISED TO MATCH REVISED SITE PLAN MUST BE SUBMITTED FOR CITY REVIEW PRIOR TO ISSUANCE OF A BUILDING PERMIT. ARCHITECTURAL TREATMENTS :
	BUILDING AND SITE IMPROVEMENTS SHALL ALSO INCLUDE " OLD WEST " FEATURES AND SHALL INCLUDE, AT A MINIMUM : WAGON WHEELS, HITCHING POST, CEDAR RAILING, AND A WAGON.
	A MASONRY WALL, AT LEAST & FEET HIGH WITH MASONRY COLUMNS, SHALL BE INSTALLED ALONG ORCHID DRIVE, HARDEMAN BOULEVARD, AND FM 156.
	ONE MONUMENT SIGN, IN ACCORDANCE WITH CITY SIGN ORDINANCE REGULATIONS, SHALL BE ALLOWED ON FM 156 FRONTAGE AND HARDEMAN BOULEVARD FRONTAGES SOLELY. NO WALL SIGNS OR ROLE SIGNS ARE ALLOWED. BUILDING UNIT NUMBERS OR LETTERING 19 ALLOWED.
	ILLUMINATION : ANY PROPOSED LIGHTING SHALL NOT REFLECT TOWARD OR SHINE ONTO ANY RESIDENTIAL, INCLUDING SINGLE AND MULTI-FAMILY RESIDENCES.
	BUILDING EXTERIOR COLOR :
	PRIOR TO ANY BUILDING PERMIT, THE BUILDING SHALL MEET WITH THE HARDEMAN ESTATES HOMEOWNERS ASSOCIATION TO REVIEW BUILDING COLOR SCHEME TO BE INSTALLED.
PE	
_ ~ 1	



		plan /											
	1. THE CONTRACTOR SH ON PLANS AT THE EXISTI NOTIFIED OF CONFLICTS, A BID.	NG SITE PRIO	RTO	BIDDI	NG. T	HE A	ARCH	ITEC	TSH	ALL B	Ē		HR.
	2. ALL DIMENSIONS SHA ARCHITECT SHALL BE NO PRIOR TO CONSTRUCTION RESPONSIBILITY RELATED	NIFIED IN WRI NINDICATES	ITING THE C	OF AL	L CC RACT	ONFL OR'S	ICTS ASS	. FAIL	LURE	TO D	0 50		
	3. REFER TO CIVIL DOCL VERIFIED BY CONTRACTO	JMENTS FOR DR PRIOR TO T	FINISI THE S	H GRA	DES OF V	. EX VORI	ACT <.						
	<ol> <li>THE CONTRACTOR SH SUPPLY SLEEVES AS RE SYSTEM, SITE LIGHTING,</li> <li>REFER TO CIVIL DRAW</li> </ol>	QUIRED FOR ( ETC.	COMF	PLETE	INST	ALL/	4T101	N AN	ID IRF	RIGAT	ION		<b>ARCHITECTS</b>
	<ul> <li>5. REFER TO CIVIL DRAV</li> <li>DRIVES.</li> <li>6. ALL FLAT WORK TO S</li> <li>FLOW AWAY FROM OCC</li> </ul>	GLOPE AWAY	FRO						,				
	7. GENERAL CONTRACT MECHANICAL / ELECTRIC	AL EQUIPMEN	NT, TR	ANSF	ORM	ERS,	ETC			_			
	8. CONTRACTOR SHAL SANITARY SEWER, STOR NO ADDITIONAL COST W CONTRACT.	M, WATER, TE	ELEPH	IONE,	ETC.	) PRIC	DR TO	0 SL	IBMIT	TING			Sulleri Bulleri I T I Merov. TX 7801
	9. THE CONTRACTOR SH SHALL COLLECT WATER MINIMUM OF 10'-0" AWAY	AND SHALL F	ROUT	ETO	CREA	TE P	POSIT	IVE F	ZUN-	OFF A			
	10. CONTRACTOR SHALL LANDSCAPING AND THE GRADE BELOW FINISH G UNLESS NOTED OTHERW	AREAS WHE RADES SHOW	RE TH	HE CC	NTR/	ACTO	DR SH	HALL	. LEA	VE RO			
	11. THE CONTRACTOR SH AND/OR INSTRUCTED BY ELIMINATE THE PUBLIC FR	THE OWNER	/ARC	HITEC	т то	SEC							
	12. ALL STAGING ON THE CLOSELY COORDINATED DEPARTMENT ) AS TO MII EXISTING ADJACENT FAC	WITH THE ON NIMIZE INTERR	WNEF	AND	THE	CITY	' DEP	PART	MEN	TS ( I.E			<b>A MEMB</b>
	13. NO INTERRUPTION OF BE PERMITTED WITHOUT WRITTEN NOTICE.												
	14. THE CONTRACTOR SH DAMAGE TO THE EXISTIN REMOVED UNDER THIS C REMAIN IN PLACE.	G CONSTRUC		AND	/ OR	SITE	ARE	EAS N	NOT	TO BE			ШХШ
	15. ALL PUBLIC PARKING UNLESS DESIGNATED FC O" WIDE PARKING SPACE	OR THE HANDI	IC/APF	PED, IN	1 WH	ICH C	CASE	THE	Y St	HALL E	3E 8' -		Ū <sup>z</sup> Ū
A	DEEP AISLE AND SHALL STATE REQUIREMENTS.	BE MARKED F	PERA	NSI A	117.1 /	/ AD/	а / Т/						
			• • M		• •	1	• 		• 				<u></u> _2_ <u>0</u>
	BLDG	BLDG SIZE	آن د آن	) X N N	Q x Q	<u>Ū</u> X Ū	0 × 0	Ū X Ū	O X O	N M M	TOTALS		ר אי מי≓
	CLIMATE CONTNROLLED BUILDING A - 1F	20,200	1	8	7	19	35	5	6	0	81	={	
>	ACCESSBILE UNITS BUILDING A - 2F ACCESSBILE UNITS	20,200	1	 16	 89 6	2 17 1	2 6 1	1 <i>O</i>	1 <i>O</i>	 0 	7 130 10		A S S S S S S S S S S S S S S S S S S S
	BUILDING A - 3F ACCESSBILE UNITS	20,200	2	57	93 5	10 	0 	0 	0 	0	16: 8	2	
	TOTALS NON-CLIMATED CONTROLI	60,600 _ED	6	86	200	49	44	6	7	0	39	8	║╚┎╔╴
	BUILDING B ACCESSBILE UNITS BUILDING C	2,600	 		24 2 35	0  0	0  0	0  0	0  0	0  0	24 2 35	])	
	ACCESSBILE UNITS BUILDING D	9,350	 C		2 10	 1	 12	 4	 14	 0	2 41	5	<b>≝⋺</b> ÿ́Ľ
	ACCESSBILE UNITS BUILDING E ACCESSBILE UNITS	5,040	 C	-	 0 	 0 	 0 	1 <i>O</i> 	1 <i>O</i> 	 11 1	211 1		: velon
(	BUILDING F ACCESSBILE UNITS BUILDING G	3,200			0  0	11 1 11	6 1 6	0  0	0  0	0  0	17 2 17		
6	ACCESSBILE UNITS BUILDING H	3,500	 C		 0	1 14	1 7	 0	 0	 0	2 21		21759 99 91759 0F
	ACCESSBILE UNITS	30,590	 C		 69	 37	 31	4	 14	 11	160		PROJECT#
	ACCESSBILE UNITS				4	2	2	1	1	1	11		DRWN BY
	OVERALL TOTALS	91,190	6	86	273	88	77	11	22	12	57	5	DATE 04-04 ISSUED 09-29
				<u> </u>									REVISION 2 04-02
													CONSTRUCTIO
													DOCUMENT DATED 09-29-2
													SITE
													DEVELOP. PLAN
													SHEET NUMBER
													A1.02







# **R** Series 12″ Angle Shades

#### **UL LISTED FOR WET LOCATIONS**

RAS12-SG

Shade Only. Shown with optional RGN15-SG Goose Neck

Shade Only. Shown with optional RGN15-GA Goose Neck and RWG12-GA Wire Guard

RAS12-GA

Galvanized finishes may be inconsistant

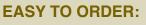


Shown with optional RGN15-SB Goose Neck

RAS12-ABR Shade Only. Shown with optional RGN15-ABR Goose Neck



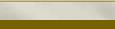
and RWG12-ABR Wire Guard



- 1. Choose a Shade
- 2. Choose a Goose Neck
- 3. Wire Guard Optional

#### RAS12-WH

Shade Only. Shown with optional RGN15-WH Goose Neck



RAS12-SG

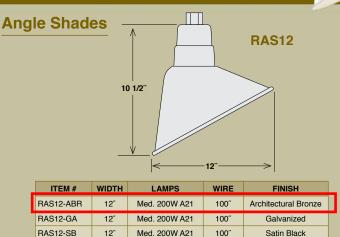
RAS12-SR

RAS12-WH

12″

12″

12″



Med. 200W A21

Med. 200W A21

Med. 200W A21

100″

100″

100″

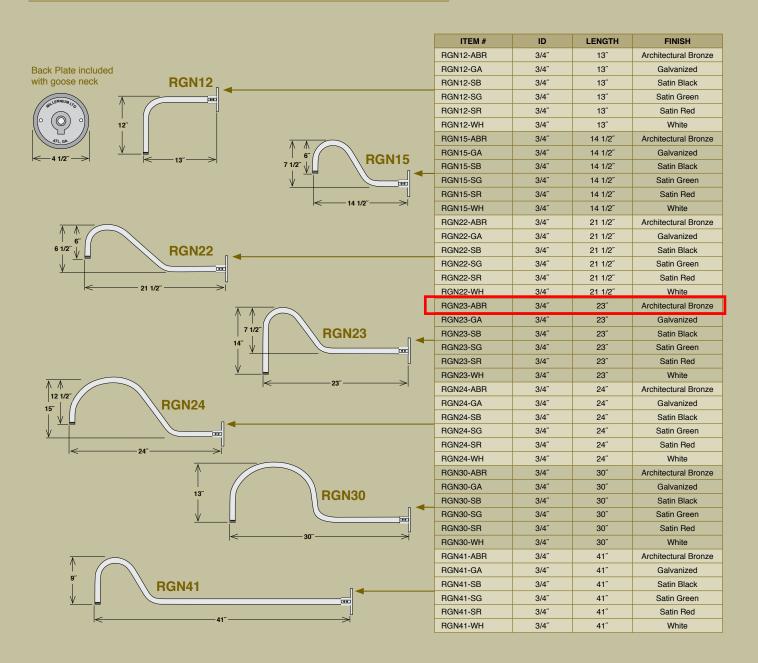




Satin Green

Satin Red

White



#### ORDINANCE NUMBER

AN ORDINANCE OF THE CITY OF JUSTIN, TEXAS, APPROVING AN AMENDMENT TO THE PREVIOUS PLANNED DEVELOPMENT (PD-GB) FOR JUSTIN SELF-STORAGE APPROXIMATELY 100 FEET WEST FROM THE INSTERSECTION OF FM 156 AND HARDEMAN BOULEVARD HAVING THE LEGAL DESCRIPTION A0207A F.B. BORDEN, TR 8G (PT) 2.725 ACRES, DENTON COUNTY, TEXAS; PROVIDING AN INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the landowners authorized the applicant (Justin Self-Storage) of property legally described as A0207A F.B. BORDEN, TR 8G (PT), zoned as Planned Development-General Business, Justin, Denton County, TX, requested an Amendment to the previous approved Planned Development; 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 request the Commission determined that the change of the proposed SUP was compatible with surrounding uses and the City's Future Land Use Plan 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 with the following conditions:

# 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, regulating property legally described as legally described as A0207A F.B. BORDEN, TR 8G (PT), Justin, Denton County, Texas, is amended to establish accordingly as further described in the attached documents.

Section 3. <u>Applicable Regulations/Zoning Ordinance and Zoning Map Amended</u>. Development and use of the property 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.

**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.

Elizabeth Woodall, Mayor

ATTEST:

Brittany Andrews, City Secretary

Approved as to form:

City Attorney

#### City Council Meeting

#### July 25, 2023

#### Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: 11

Title: Consider and take appropriate action upon a replat to subdivide one lot into two lots legally described as Lots 7R-1 and Lots 7R-2, Fitch Second Addition.

Department: Development

Contact: Director of Development, Matt Cyr

Recommendation:

Staff recommends approval as presented. Staff has reviewed the application to ensure the proposed plat complies with the Old Town zoning lot standards.

Recommendation:

The Commission unanimously recommended approval on July 18, 2023.

Background:

The Applicant is requesting to subdivide 122 N. College from one lot into two lots. The proposed replat has been reviewed by the Development Review Committee and meets all of the requisite regulations.

The house will be subdivided for a Habitat for Humanity House.

#### City Attorney Review: N/A

Attachments:

- 1. Map
- 2. Supporting Documentation



#### PLANNING & ZONING COMMISSION MEETING Staff Report June 20, 2023

**STAFF CONTACT:** Matt Cyr, Director of Planning and Development Services **PROJECT:** Consider and act upon a recommendation to City Council for a Replat to subdivide one lot into two lots legally described as Lots 7R-1 and Lots 7R-2, Fitch Second Addition

APPLICANT:Jeremy Blad, Valley Quest DesignEXECUTIVESUMMARY:The Applicant is requesting to subdivide 122 N. College from one lot into two lots. The<br/>proposed replat has been reviewed by the Development Review Committee and meets<br/>all of the requisite regulations.

#### **ACTION CONSIDERED:**

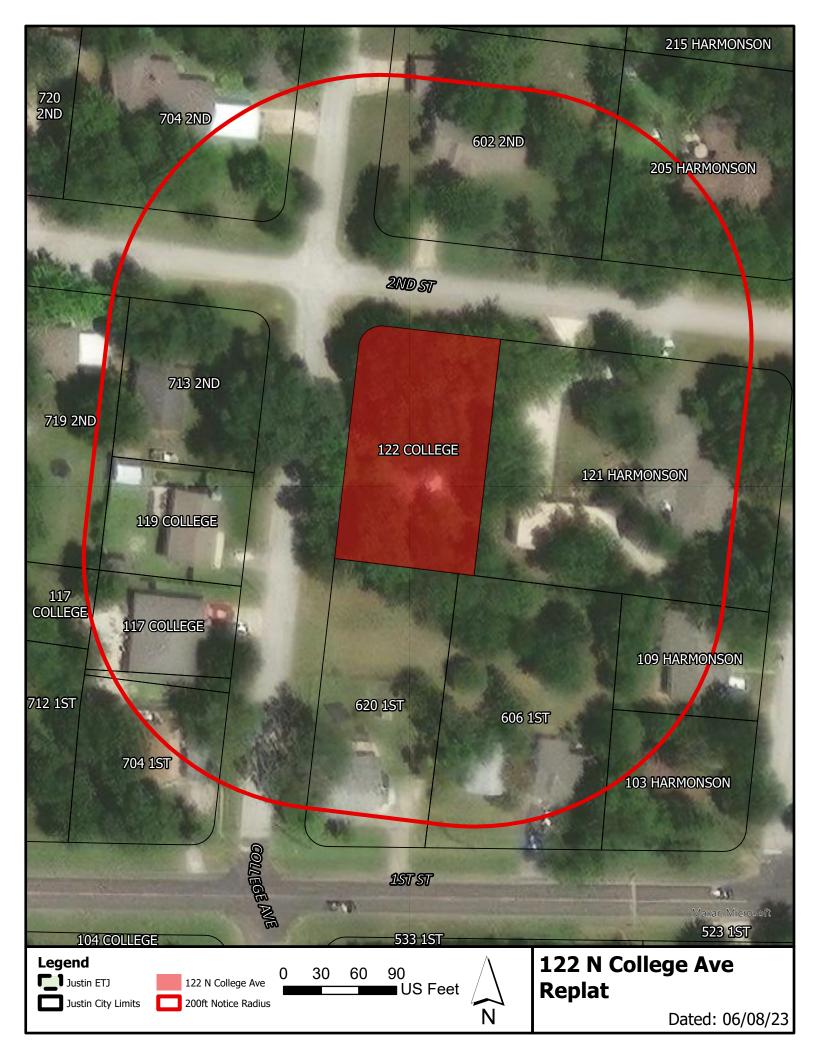
1) Make a recommendation to City Council to approve, approve with conditions, table with clarification and intent or deny.

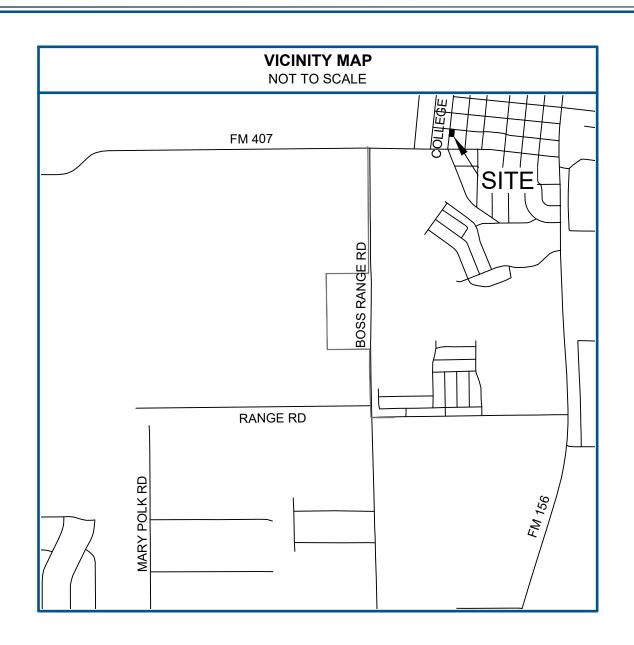
#### **STAFF RECOMMENDATION:**

Staff recommends approval as presented. Staff has reviewed the application to ensure the proposed plat complies with the Old Town zoning lot standards.

#### **ATTACHMENTS:**

- (A) Map
- (B) Supporting Documentation







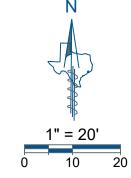
#### **GENERAL PLAT NOTES**

1.) This property is located in "Non-shaded Zone X" as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480778 as shown on Map Number 48121C0485G. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.

**2.)** The purpose of this plat is to create two lots of record.

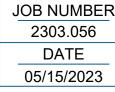
- **3.)** Selling a portion of this addition by metes and bounds is a violation of town ordinance and state law, and is subject to fines and/or withholding of utilities and building permits.
- **4.)** The grid coordinates and bearings shown on this plat are based on GPS observations utilizing the AllTerra RTK Network North American Datum of 1983 (Adjustment Realization 2011).
- **5.)** All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.





#### LEGEND

PG	= PAGE
VOL	= VOLUME
POB	= POINT OF BEGINNING
IRF	= IRON ROD FOUND
DOC. NO.	= DOCUMENT NUMBER
	= OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	= PLAT RECORDS, DENTON COUNTY, TEXAS



REVISION -DRAWN BY

BE

**EAGLE** SURVEYING

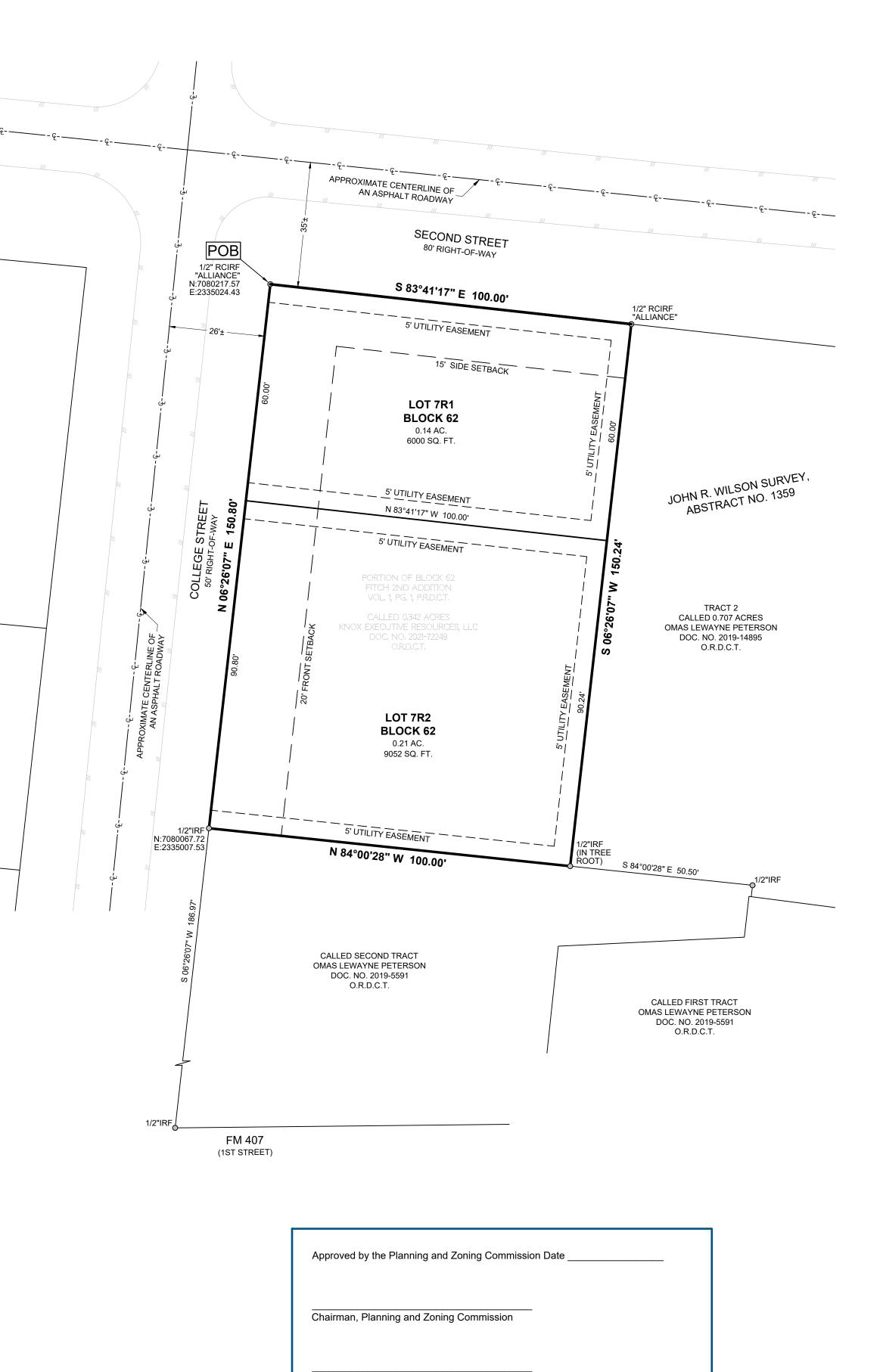
Eagle Surveying, LLC 222 South Elm Street Suite: 200 Denton, TX 76201 940.222.3009 www.eaglesurveying.com TX Firm # 10194177

#### SURVEYOR

EAGLE SURVEYING, LLC 222 SOUTH ELM STREET, SUITE: 200 DENTON, TX 76201 940.222.3009

### OWNER

KNOX EXECUTIVE RESOURCES, LLC 10504 BELVEDERE DRIVE DENTON, TX 76207



Attest, Secretary, Planning and Zoning Commission

Approved by the City Council Date \_\_\_\_\_

Mayor, City of Justin

Attest, City Secretary

#### **OWNER'S CERTIFICATE**

#### STATE OF TEXAS COUNTY OF DENTON

WHEREAS, **KNOX EXECUTIVE RESOURCES**, **LLC** is the owner of a 0.35 acre tract of land out of the John R. Wilson Survey, Abstract Number 1359 situated in the City of Justin, Denton County, Texas and being a portion of Block 62, Fitch 2nd Addition, a subdivision of record in Volume 1, Page 1, of the Plat Records of Denton County, Texas, also being all of a called 0.342 acre tract of land conveyed to Knox Executive Resources, LLC by deed of record in Document Number 2021-72249 of the Official Records of Denton County, Texas and being county, Texas and being more particularly described by metes and bounds as follows:

**BEGINNING**, at a 1/2" iron rod found with red plastic cap stamped "ALLIANCE" at the intersection of the south right-of-way line of Second Street (an 80' right-of-way) and the east right-of-way line of College Street (a 50' right-of-way), being the northwest corner of said Block 62 and said 0.342 acre tract;

**THENCE**, S83°41'17"E, along the south right-of-way line of said Second Street, being the common north line of said Block 62 and said 0.342 acre tract, a distance of 100.00 feet to a 1/2" iron rod found with red plastic cap stamped "ALLIANCE" found at the northwest corner of a called "Tract 2" - 0.707 acre tract conveyed to Omas Lewayne Peterson by deed of record in Document Number 2019-14895, of said Official Records, and the northeast corner of said 0.342 acre tract;

**THENCE**, S06°26'07"W, along the west line of said 0.707 acre tract, being the common east line of said 0.342 acre tract, a distance of 150.24 feet to a 1/2" iron rod found in a tree root in the north line of a called "Second Tract" conveyed to Omas Lewayne Peterson by deed of record in Document Number 2019-5591, of said Official Records, at the southwest corner of said 0.707 acre tract and the southeast corner of said 0.342 acre tract, from which a 1/2" iron rod found at the northeast corner of said "Second Tract" bears S84°00'28"E, a distance of 50.50 feet;

**THENCE**, N84°00'28"W, along the north line of said "Second Tract," being the common south line of said 0.342 acre tract, a distance of 100.00 feet to a 1/2" iron rod found in the east right-of-way line of said College Street, at the northwest corner of said 0.707 acre tract and the southwest corner of said 0.342 acret tract, from which a 1/2" iron rod found at the southwest corner of said "Second Tract" bears S06°26'07"W, a distance of 186.97 feet;

**THENCE**, N06°26'07"E, along the east right-of-way line of said College Street, being the common west line of said 0.342 acre tract a distance of 150.80 feet to the **POINT OF BEGINNING** and containing an area of 0.35 Acres, or (15052 Square Feet) of land, more or less.

#### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT **KNOX EXECUTIVE RESOURCES, LLC**, does hereby adopt this plat, designating herein described property as **FITCH SECOND ADDITION REVISED**, an addition to the City of Justin, Denton County, Texas, and do hereby dedicate to public use forever all streets and easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips and any public utility shall, at all times, have the right of ingress and egress to and from and upon the said strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time procuring the permission of anyone.

Any franchised public utility, including the city shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of the easements shown on the plat. Any franchised public utility including the city, shall have the right at all times of ingress and egress to and from and upon the easements for the purposes of constructing, reconstructing, inspection, patrol, maintaining, and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

#### OWNER: KNOX EXECUTIVE RESOURCES, LLC

BY:			_
Signature		Date	
BY:			
Printed Name and	I Title		
STATE OF TEXAS	§		
COUNTY OF	§		
BEFORE ME, the undersigned aut name is subscribed to the foregoin and in the capacity therein stated.	hority, on this day personally app g instrument, and acknowledged	eared to me that he executed the sam	, known to me to be the person whose he for the purposes and considerations therein expressed
GIVEN UNDER MY HAND AND S	EAL OF THE OFFICE this	day of	, 2023.
Notary Public in and for the State c	of Texas		
My commission expires on	·		
	CERT	IFICATE OF SURVEYOR	
STATE OF TEXAS§COUNTY OF DENTON§			
	were found or placed with 1/2" ir	on rods capped "Eagle Surveyi	prepared from and actual survey made on the ground and ng" under my direction and supervision in accordance with enton County, Texas.
PR	ELIMINARY		
	be recorded for any purpose an relied upon as a final survey do		
Matthew Raabe, R.P.L.S. # 6402	Date		
STATE OF TEXAS         §           COUNTY OF DENTON         §			
			wn to me to be the person whose name is subscribed to I considerations therein expressed and in the capacity
GIVEN UNDER MY HAND AND S	EAL OF THE OFFICE this	_day of	, 2023.
Notary Public in and for the State c	of Texas		



BEING A REPLAT OF A PORTION OF BLOCK 62 OF THE FITCH 2ND ADDITION, A SUBDIVISION OF RECORD IN VOLUME 1, PAGE 1, P.R.D.C.T., AND BEING 0.35 ACRES OF LAND SITUATED IN THE JOHN R. WILSON SURVEY, ABSTRACT NO. 1359 IN THE CITY OF JUSTIN, DENTON COUNTY, TEXAS

PREPARED: 05/15/2023

PAGE 1 OF 1

#### City Council Meeting

#### July 25, 2023

#### Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: 12

Title: Consider and act upon for a Replat for Justin Town Square legally described as Lots 1 - 7, Block 1, Lots 1-3, BLOCK 2, Lot A, Block 3, Lot 1, Block 4, Lots 1-3, Block 5, Lots 1-2, Block 6, and Lot 1, Block 7

Department: Development

Contact: Director of Development, Matt Cyr

Recommendation: Staff has reviewed the application and recommends approval as presented based on the replat meeting all of the requisite regulations.

Background:

The Applicant is requesting a replat for the purpose renaming the streets on the south side, adding additional utility easements for gas, and to plat the northern portion of the property.

#### City Attorney Review: N/A

Attachments:

- 1. Map
- 2. Supporting Documentation



#### PLANNING & ZONING COMMISSION MEETING Staff Report July 18, 2023

#### STAFF CONTACT: Matt Cyr, Director of Planning and Development Services

PROJECT: Consider and act upon a recommendation to City Council for a Replat for Justin Town Square legally described as Lots 1 - 7, Block 1, Lots 1-3, BLOCK 2, Lot A, Block 3, Lot 1, Block 4, Lots 1-3, Block 5, Lots 1-2, Block 6, and Lot 1, Block 7

APPLICANT:	Daniel Franklin-Baird, Hampton & Brown
EXECUTIVE SUMMARY:	The Applicant is requesting a replat for the purpose of renaming the streets on the south side, adding additional utility easements for gas, and to plat the northern portion of the property.

#### **ACTION CONSIDERED:**

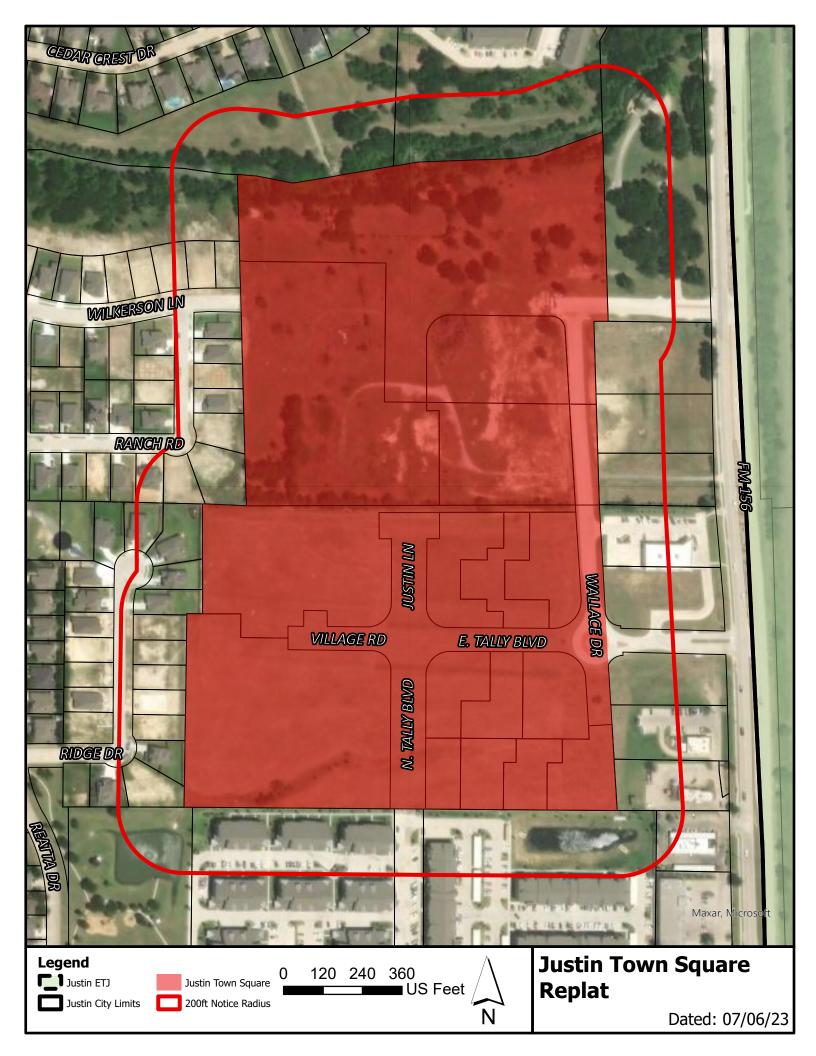
1) Make a recommendation to City Council to approve, approve with conditions, table with clarification and intent or deny.

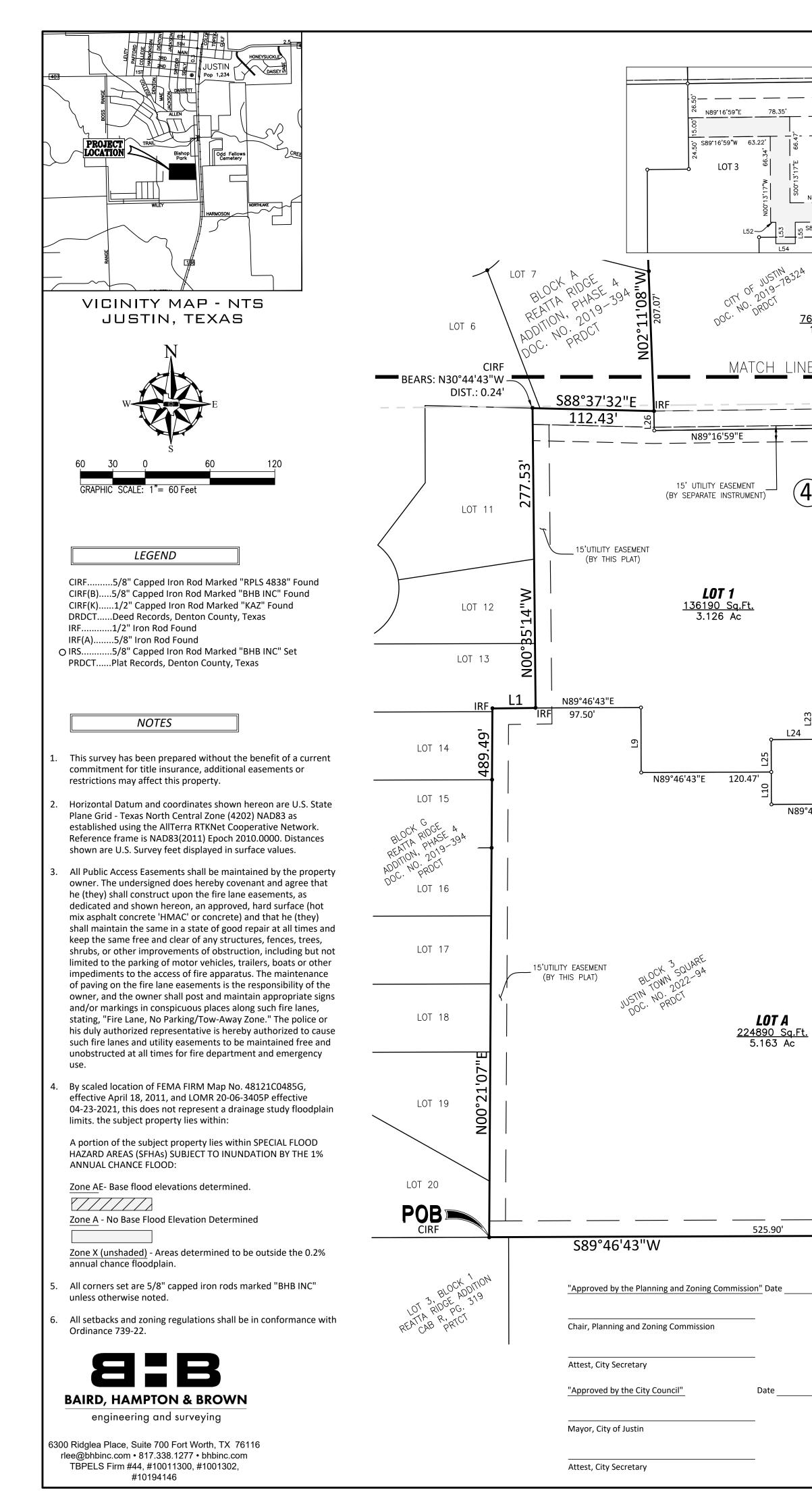
#### **STAFF RECOMMENDATION:**

Staff has reviewed the application and recommends approval as presented based on the replat meeting all of the requisite regulations.

#### **ATTACHMENTS:**

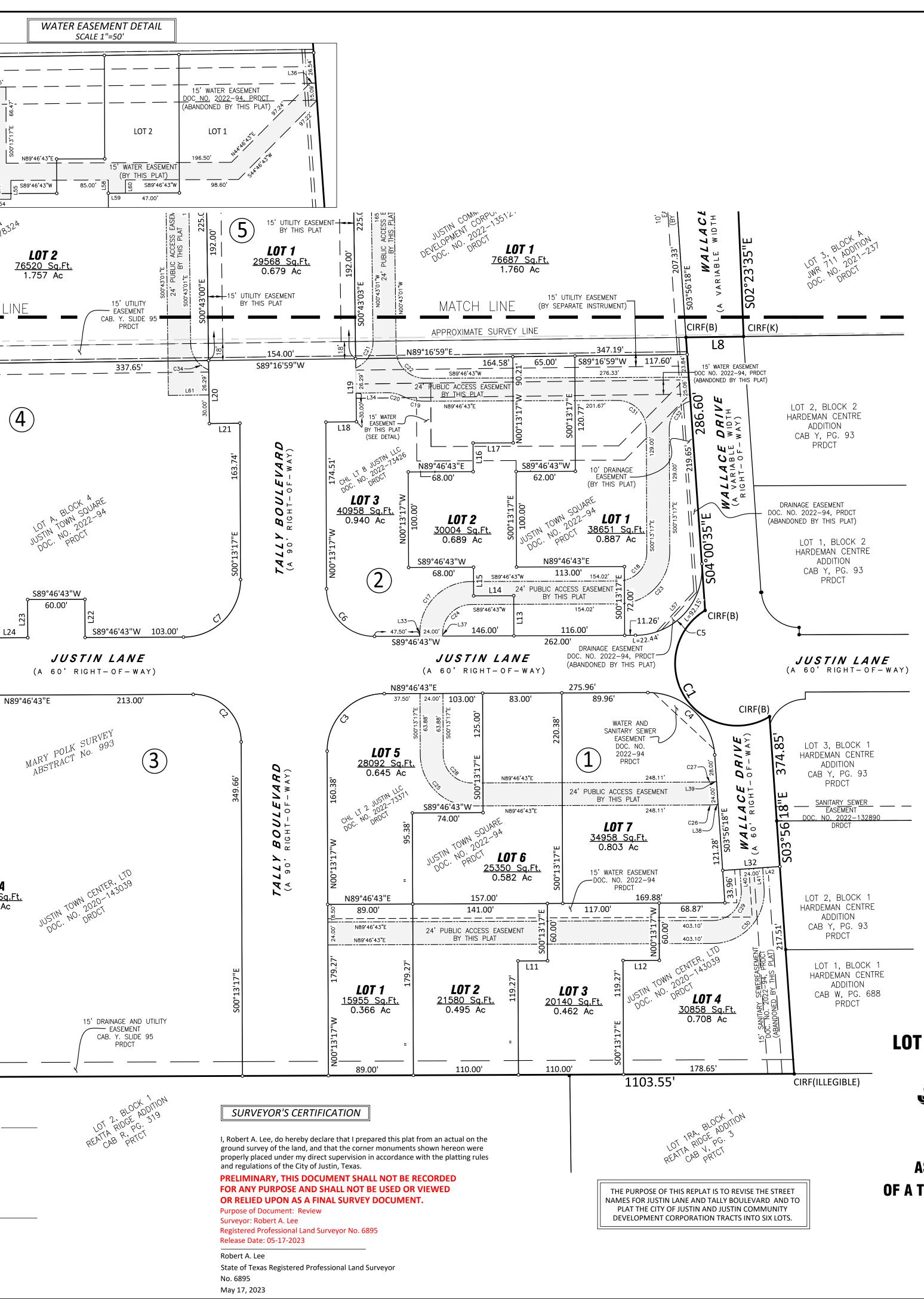
- (A) Map
- (B) Supporting Documentation





L24

Drawing: E:\Survey22\718 Wilkerson-Justin Town Center\Dwg\JUSTIN TOWN SQUARE REPLAT.dwg



						LITE TADIE					
Line #	Direction	Length		Line #		Direction	Le	ength		Line	#
L1	N89°17'58"E	40.03		L23		S0°13'17"E	4	0.00		L45	;
L2	S85°54'28"E	46.16		L24		S89°46'43"W	4	0.00		L46	;
L3	N80°02'48"E	73.10		L25		S0°13'17"E	3	0.00		L47	,
L4	N79°24'56"E	64.20		L26		S0°43'01"E	1	8.00		L48	3
L5	N79°53'14"E	64.25		L27		N0°43'01"W		3.00		L49	
L6	N81°50'52"E	66.77		L28	$\vdash$	S89°16'59"W		2.00		L50	
L7	S89°56'47"W	36.24		L29		S89°16'59"W		2.00		L51	
L8	S89°16'59"W	60.38		L30		S0°43'01"E		3.00		L52	
L9	N0°13'17"W	60.14		L31	$\vdash$	N89°02'43"E		0.80		L53	
L10	S0°13'17"E	30.00		L32		N86°03'42"E		0.00		L54	
L11	S89°46'43"W	31.00		L33		S0°13'17"E		3.00		L55	
L12	S89°46'43"W	38.00		L34		N89°16'59"E	3	3.37		L56	;
L13	N0°13'17"W	42.00		L35		\$89°16'59"W	4	2.50		L57	'
L14	S89°46'43"W	42.00		L36		N89°16'59"E	!	5.09		L58	\$
L15	N0°13'17"W	30.00		L37		S0°13'17"E	:	3.00		L59	)
L16	N0°13'17"W	30.00		L38		N86°03'42"E		5.74		L60	)
L17	N89°46'43"E	42.00		L39		N86°03'42"E	(	6.74		L61	
L18	N89°16'59"E	32.00		L40		N3°56'18"W	2	1.66		L62	, -
L19	N0°43'01"W	66.00		L41		N3°56'18"W	2	1.66			
L20	S0°43'01"E	66.00		L42		N86°03'54"E	1	.8.00			
L21	N89°16'59"E	32.00		L43		N3°56'18"W	1	5.98			
L22	N0°13'17"W	40.00		L44		N3°56'18"W		.5.00			
											1
			Cu	rve Table	j						
Curve #	Delta	Radius	A	rc Length	1	Chord Bearin	g	Choro	d Le	ngth	ļ
C1	180°21'40"	65.00'	2	04.61'		S31°14'50"E		130.0	0'		
C2	90°00'00"	50.00'	7	8.54'		S45°13'17"E		70.71			
C3	90°00'00"	60.00'	9	4.25'		N44°46'43"E		84.85	5'		
C4	86°16'59"	70.00'	1	05.41'		S47°04'48"E		95.73	<b>'</b>		
C5	93°47'17"	70.00'	1	14.58'		S42°53'04"W	1	102.2	1'		
C6	90°00'00"	50.00'	7	8.54'		N45°13'17"W	V	70.71	.'		
C7	90°00'00"	60.00'	9	4.25'		S44°46'43"W	1	84.85	5'		
C8	90°50'47"	60.00'	9	5.13'		N44°42'22"E		85.48	;'		
C9	89°09'13"	50.00'	7	7.80'		S45°17'38"E		70.19	)'		
C10	1°05'02"	370.00'		.00'		\$89°35'14"W	1	7.00'			
C11	44°52'26"	60.00'		6.99'		N67°26'01"W		45.80	)'		ł
C12	89°52'26"	67.00'		05.10'		N89°56'01"W		94.65			
C12	34°16'40"	48.00'		8.72'		S62°16'06"W		28.29			ł
		-									
C14	10°43'20"	238.00'		4.54'		S84°46'06"W		44.47			ļ
C15	1°05'01"	430.00'		.13'		N89°35'15"E		8.13'			
C16	87°00'55"	35.00'		3.15'		S47°26'49"E		48.19			ļ
C17	89°48'24"	54.09'		4.78'		S44°46'43"W		76.37			ļ
C18	45°23'56"	30.00'	2	3.77'		S22°28'41"W	/	23.15			
C19	26°33'59"	54.00'	2	5.04'		S76°56'18"E		24.81			
C20	27°03'43"	32.00'	1	5.11'		S77°11'10"E		14.97	1		
C21	67°27'35"	30.00'	3	5.32'		N33°00'46"E		33.32			
C22	89°30'16"	30.00'	4	6.86'		N45°28'09"W	V	42.24	Ľ		
C23	45°23'56"	54.00'	4	2.79'		S22°28'41"W	1	41.68	3'		
C24	90°00'00"	30.00'	4	7.12'		S44°46'43"W	1	42.43	¦'		
C25	90°00'00"	54.00'	8	4.82'		S45°13'17"E		76.37	,1		
C26	3°43'01"	44.00'	2	.85'		N87°55'12"E		2.85'			
C27	3°43'01"	20.00'	1	.30'		N87°55'12"E		1.30'			
C28	90°00'00"	30.00'	4	7.12'		S45°13'17"E		42.43	;'		
C29	93°43'01"	30.00'		9.07'		N42°55'12"E		43.78			-
C30	93°43'01"	54.00'		8.33'		N42°55'12"E		78.80			
C31	90°00'00"	30.00'		7.12'		S45°13'17"E		42.43			-
							,				
C32	75°09'10"	30.00'		9.35'		\$37°21'18"W		36.59			ł
C33	67°27'35"	30.00'		5.32'		N34°26'49"W	V	33.32			
C34	67°27'35"	30.00'		5.32'		S34°26'49"E		33.32			
C35	67°27'35"	30.00'	3	5.32'		S33°00'46"W	/	33.32			J

Line Table

Line Table

Line Table

Direction Length

S85°45'15"W 18.21 N4°14'45"W 15.00 N85°45'15"E 18.30

N3°56'18"W 14.05

S33°56'18"E 5.00 N33°56'18"W 51.74 N89°02'59"E 18.09

S89°46'43"W 4.00

N0°13'17"W 16.50

S89°46'43"W 15.00

S0°13'17"E 16.50 N86°03'42"E 7.50

S42°55'12"W 57.56

N0°13'17"W 11.50

S89°46'43"W 15.00

S0°13'17"E 11.50

N89°16'59"E 42.50

S89°16'59"W 42.50

**FINAL PLAT** LOTS 1 - 7, BLOCK 1, LOTS 1-3, BLOCK 2, LOT A, BLOCK 3, LOT 1, BLOCK 4, LOTS 1-3, BLOCK 5, LOTS 1-2, BLOCK 6, AND LOT 1, BLOCK 7 JUSTIN TOWN SQUARE **36.251 ACRES BEING A REPLAT OF JUSTIN TOWN SQUARE** AS RECORDED IN DOC. NO. 2022-94, PRDCT AND BEING ALL OF A TRACT OF LAND AS RECORDED IN DOC. NO. 2019-78324, DRDCT MARY POLK SURVEY, ABSTRACT NO. 993, **MEP&P RR CO SURVEY, ABSTRACT NO. 207** 

CITY OF JUSTIN, DENTON COUNTY, TEXAS

**MAY 2023** 

SHEET 1 OF 2

## STATE OF TEXAS § COUNTY OF DENTON §

WHEREAS, JUSTIN TOWN CENTER, LTD, CHL LT 2 JUSTIN LLC, CHL LT 8 JUSTIN LLC, JUSTIN COMMUNITY CORPORATION and THE CITY OF JUSTIN are the owner of a tract of land situated within the Mary Polk Survey, Abstract No. 993, and the MEP&P RR CO Survey, Abstract No. 207, City of Justin, Denton County, Texas, same being all of Justin Town Square, an addition to the City of Justin, Denton County, Texas, as shown on the plat recorded in Document Number 2022-94, Plat Records, Denton County, Texas, (PRDCT), and being all of a remainder tract of land as described by deed to the City of Justin as recorded in Document Number 2019-78324, Deed Records, Denton County, Texas (DRDCT), and also being all of a tract of land as described by deed to Justin Community Development Corporation as recorded in Document Number 2022-135121, DRDCT, and being more particularly described by metes & bounds as follows: (Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values)

**BEGINNING** at a 5/8-inch capped iron rod marked "RPLS 4838" found (CIRF) for the southwest corner of Lot A, Block 3, of said Justin Town Square, same being the southeast corner of Lot 20, Block G, Reatta Ridge Addition, Phase 4, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Document Number 2019-394, PRDCT, and being in the north line of Lot 3, Block 1, Reatta Ridge Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Pocument Number 2019-394, PRDCT, and being in the north line of Lot 3, Block 1, Reatta Ridge Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Pocument Number 2019-394, PRDCT, and being in the north line of Lot 3, Block 1, Reatta Ridge Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet R, Page 319, PRTCT;

THENCE with the common line between the said Justin Town Square and said Reatta Ridge Addition, Phase 4 the following courses and distances:

North 00°21'07" East, a distance of 489.49 feet to a 1/2-inch iron rod found (IRF) for an ell corner in the said Justin Town Square, same being a re-entrant corner in Lot 13, Block G of said Reatta Ridge Addition, Phase 4;

North 89°17'58" East, a distance of 40.03 feet to an IRF for the southwest corner of Lot A, Block 4 of said Justin Town Square, same being an ell corner in said Lot 13;

North 00°35'14" West, a distance of 277.53 feet to a point for the northwest corner of said Lot A, Block 4, same being the northeast corner of Lot 11, Block G of the aforesaid Reatta Ridge Addition, Phase 4 from which a CIRF bears North 30°44'43" West, a distance of 0.24 feet;

South 88°37'32" East, a distance of 112.43 feet to a IRF for the southeast corner of Lot 7, Block A of said Reatta Ridge Addition, Phase 4, same being the southwest corner of the aforementioned City of Justin tract;

**THENCE** North 02°11'08" West, with the common line between said Justin Town Square and said Reatta Ridge Addition, Phase 4, a distance of 840.36 feet to a point in Trail Creek for the northwest corner of the said City of Justin Tract, same being the northeast corner of said Reatta Ridge Addition, Phase 4, and being in the south line of Lot 18R, Block 10, Buddy Hardeman Addition, Phase III, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet V, Slide 203, PRDCT;

**THENCE** with the common line between the said City of Justin tract and said Lot 18R, and with Trail Creek the following courses and distances:

South 85°54'28" East, a distance of 46.16 feet to a point;

South 79°42'47" East, a distance of 94.41 feet to a point;

North 80°02'48" East, a distance of 73.10 feet to a point;

North 79°24'56" East, a distance of 64.20 feet to a point;

North 79°53'14" East, a distance of 123.57 feet to a point for the southeast corner of said Lot 18R, same being the southwest corner of Lot 1, Block 1, Bishop Gardens, an addition to the City of Justin, Denton County, Texas as shown in Document Number 2015-236, PRDCT;

**THENCE** with the common line between the said City of Justin tract and said Bishop Gardens, and continuing with Trail Creek the following courses and distances:

North 79°53'14" East, a distance of 64.25 feet to a point;

North 87°21'02" East, a distance of 236.77 feet to a point;

North 81°50'52" East, a distance of 66.77 feet to a point;

North 69°44'30" East, a distance of 176.72 feet to a point for the northeast corner of the said City of Justin tract, same being the southeast corner of said Bishop Gardens, and being in the west line of a tract of land known as Bishop Park (no records found);

**THENCE** South 02°19'43" East, with the common line between the said City of Justin tract and said Bishop Park, a distance of 480.40 feet to a 1/2-inch capped iron rod marked "KAZ" found (CIRF(K)) for an ell corner in the said City of Justin tract, same being in the north line of Lot 1, Block A, JWR 711 Addition as recorded in Document Number 2021-237, PRDCT;

THENCE South 89°56'47" West, with the common line between the said City of Justin Tract and said JWR 711 Addition, a distance of 36.24 feet to a CIRF(K) for the northwest corner of said JWR 711 Addition;

THENCE South 02°23'35" East, continuing with the said common line, a distance of 467.74 feet to a CIRF(K) for the southeast corner of said JWR 711 Addition, same being the northwest corner of Lot 2, Block 2, Hardeman Centre Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet Y, Page 93, PRDCT, and being the northeast corner of Wallace Drive (a 60' right-of-way);

**THENCE** South 89°16'59" West, with the common line between the said City of Justin tract and the north right-of-way line of said Wallace Drive, a distance of 60.38 feet to a 5/8-inch capped iron rod marked "BHB INC" found (CIRF(B)) for the northeast corner of the aforementioned Justin Town Square, same being the southeast corner of the aforementioned Justin Community Development Corporation tract, and being the northwest corner of Wallace Drive;

**THENCE** with the common line between said Justin Town Square and said Wallace Drive the following courses and distances:

South 04°00'35" East, a distance of 286.60 feet to an IRS;

along a non-tangent curve to the left having a central angle of 180°21'40", a radius of 65.00 feet, an arc length of 204.61 feet, and a chord which bears South 31°14'50" East, a distance of 130.00 feet to an IRS;

South 03°56'18" East, passing at a distance of 7.64 a point for the most westerly northwest corner of Lot 3, Block 1, Hardeman Centre Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet Y, Page 93, PRDCT, and now continuing with the common line between said Justin Town Square, and said Hardeman Center Addition as recorded in Cabinet Y, Page 93, PRDCT, passing at a distance of 244.59 feet, an IRF for the southwest corner of said Hardeman Center Addition as recorded in Cabinet Y, Page 93, PRDCT, same being the northwest corner of Lot 1, Block 1, Hardeman Centre Addition, an addition to the City of Justin, Denton County, Texas, as shown on the plat recorded in Cabinet W, Page 688, PRDCT, and now continuing with the common line between said Justin Town Square, and said Lot 1, Block 1, Hardeman Centre Addition in all for a total distance of 374.85 feet to an IRF for the southwest corner of said Lot 1, Block 1, Hardeman Centre Addition, same being the southeast corner of said Justin Town Square, and being in the north line of Lot 1RA, Block 1, Reatta Ridge Addition, an addition to the City of Justin, Denton County, Texas as shown on the plat recorded in Cabinet V, Page 3, PRTCT;

THENCE South 89°46'43" West, with the common line between said Justin Town Square and said Lot 1RA, passing at a distance of 234.88 feet a point for the northwest corner of said Lot 1RA, same being the northeast corner of Lot 2, Block 1, of the aforementioned Reatta Ridge Addition as recorded in Cabinet R, Slide 319, PRTCT and now continuing with the common line between said Justin Town Square and said Reatta Ridge Addition as recorded in Cabinet R, Slide 319, PRTCT and now continuing with the common line between said Justin Town Square and said Reatta Ridge Addition as recorded in Cabinet R, Page 319, PRTCT in all for a total distance of 1103.55 feet to the **POINT OF BEGINNING**, containing 1,579,092 square feet or 36.251 acres more or less;

THAT Justin Town Center, LTD, CHL LT 2 Justin Limited Liability Company, CHL Lot 8 Justin Limited Liability Company, and The City of Justin acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as LOTS 1-7, BLOCK 1, LOTS 1-3, BLOCK 2, LOT A, BLOCK 3 AND LOT 1, BLOCK 4, LOTS 1-3, BLOCK 6, LOT 1, BLOCK 7, JUSTIN TOWN SQUARE, an addition to the City of Justin, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City of Justin. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Justin's use thereof. The City of Justin and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Justin and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

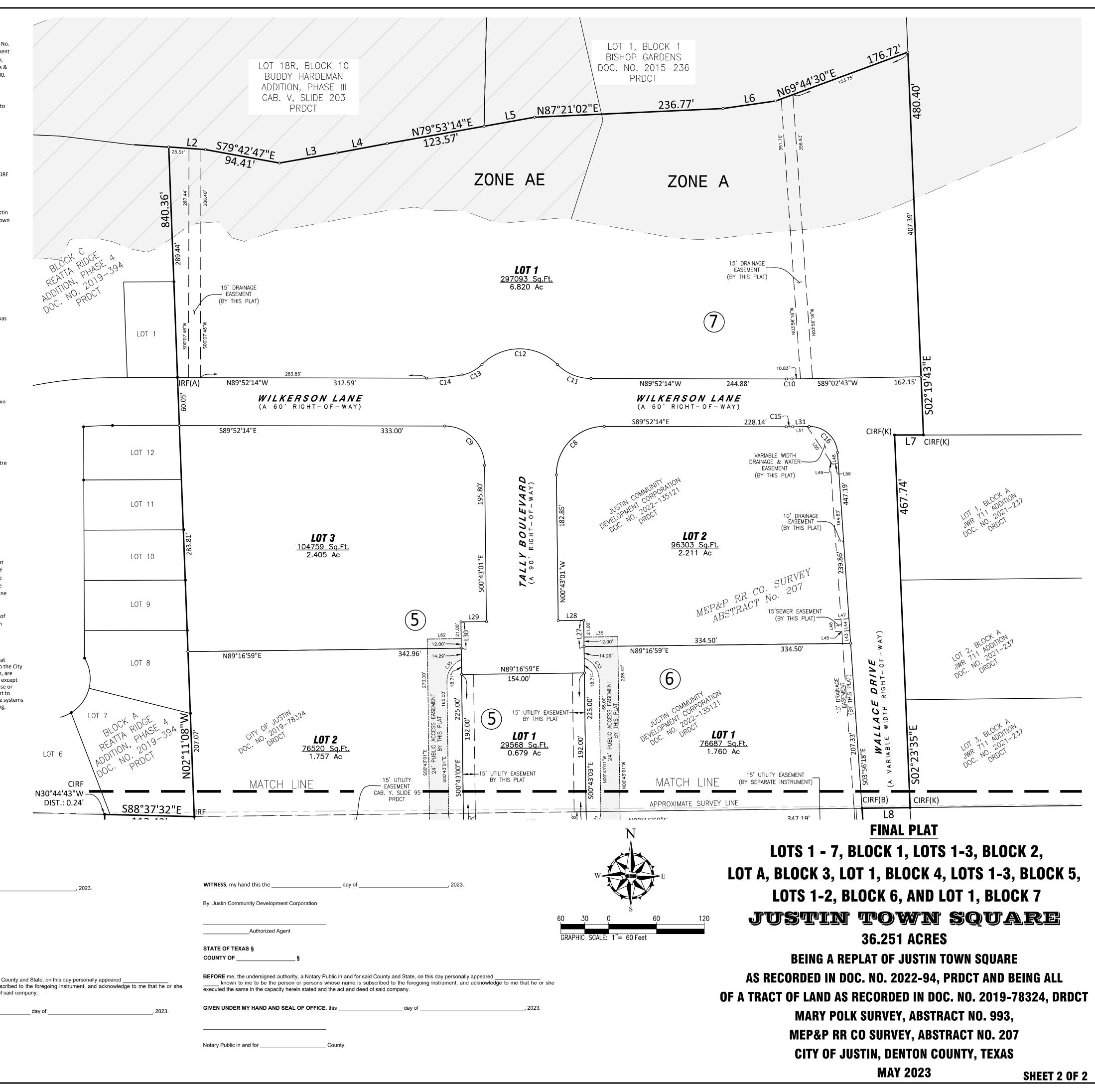
This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Justin, Texas.

WITNESS, my hand this the _	day of	, 2023.

By: Justin Town Center, LTD, CHL LT 2 Justin Limited Liability Company, and CHL LT 8 Justin Limitied Liability Company

Jim Lancaster, Authorized Agent				
STATE OF TEXAS §				
COUNTY OF§				
<b>BEFORE</b> me, the undersigned authority, a Notary Public in and for said to me to be the person or persons whose name is subscribed to the fore capacity herein stated and the act and deed of said company.			he	
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this	day of	, 2023.	WITNESS, my hand this the	day of
			By: City of Justin	
Notary Public in and for County				
			Authorized Agent	
			STATE OF TEXAS §	
			COUNTY OF§	
<b>8:</b> B			<b>BEFORE</b> me, the undersigned authority, a Not known to me to be the person or pers executed the same in the capacity herein state	ons whose name is sub
BAIRD, HAMPTON & BROWN			GIVEN UNDER MY HAND AND SEAL OF OF	FICE, this
engineering and surveying				
00 Ridglea Place, Suite 700 Fort Worth, TX 76116 rlee@bhbinc.com • 817.338.1277 • bhbinc.com TBPELS Firm #44, #10011300, #1001302,			Notary Public in and for	County

#10194146



#### City Council Meeting

#### July 25, 2023

#### Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: 13

Title: Consider and possibly act upon a Site Plan with a variance request to Chapter 52 related to landscaping generally located northeast from the intersection of Timberbrook Parkway and FM 407.

Department: Development

Contact: Director of Development, Matt Cyr

Recommendation:

Staff has reviewed the application and recommends reducing the west buffer to Option A (from 20' to 10') to reduce the encroachment into the parking facilities. Staff will have additional information to present to the Public and Governmental Bodies. The Commission and Council can only consider the variance request before them along with the request from the Applicant to seek an alternative Buffer option. The entire Site Plan Package has been submitted for informational purposes to the Commission and Council.

Background:

The Applicant is requesting a variance to encroach into the parking facilities. The Applicant would also like the Commission and Council to consider reducing the landscape buffer to 10'. According to section 52-204 the City may consider alternative buffer yards as prescribed in the ordinance.

#### City Attorney Review: N/A

Attachments:

- 1. Map
- Supporting Documentation (landscaping plan is L1, L2, &L3 at the end of the Site Plan Package)
- 3. P&Z Presentation
- 4. Ordinances



#### PLANNING & ZONING COMMISSION MEETING Staff Report July 18, 2023

**STAFF CONTACT:** Matt Cyr, Director of Planning and Development Services

- **PROJECT:** Consider and act upon a recommendation to City Council for a Site Plan with variance request to Chapter 52 related to landscaping generally located northeast from the intersection of Timberbrook Parkway and FM 407.
- **APPLICANT:** Steve Schreiber; Harrier Investment Group, LLC
- **EXECUTIVE SUMMARY:** The Applicant is requesting a variance to encroach into the parking facilities. The Applicant would also like the Commission and Council to consider reducing the landscape buffer to 10'. According to section 52-204 the City may consider alternative buffer yards as prescribed in the ordinance.
- **ZONING:** General Business (GB)
- **BACKGROUND:** The Applicant submitted the Site Plan on 3/1/2023 and has been working with Staff to rectify all the requisite comments according to the Code of Ordinances. All departments have reviewed the Site Plan and signed off on the plan except for the variance request to encroach the landscape buffer to the west off Timberbrook Parkway. If the Applicant met all the requirements the plan could be approved administratively.

#### VARIANCE REQUEST:

The Applicant is requesting a variance to Sec. 52. 205. of the Code of Ordinances. The attachment is in the packet, however, the language reads as "A buffer yard may be used for passive recreation, such as pedestrian, bike or equestrian trails, provided that (a) no plant material is eliminated, (b) the total width of the buffer yard is maintained, and all other requirements of this section are met. Buffer yards may not be used for play fields, stables, swimming pools, tennis courts, accessory buildings, **parking facilities** or trash dumpster locations."

#### **ACTION CONSIDERED:**

1) Make a recommendation to City Council to approve, approve with conditions, table with clarification and intent or deny.

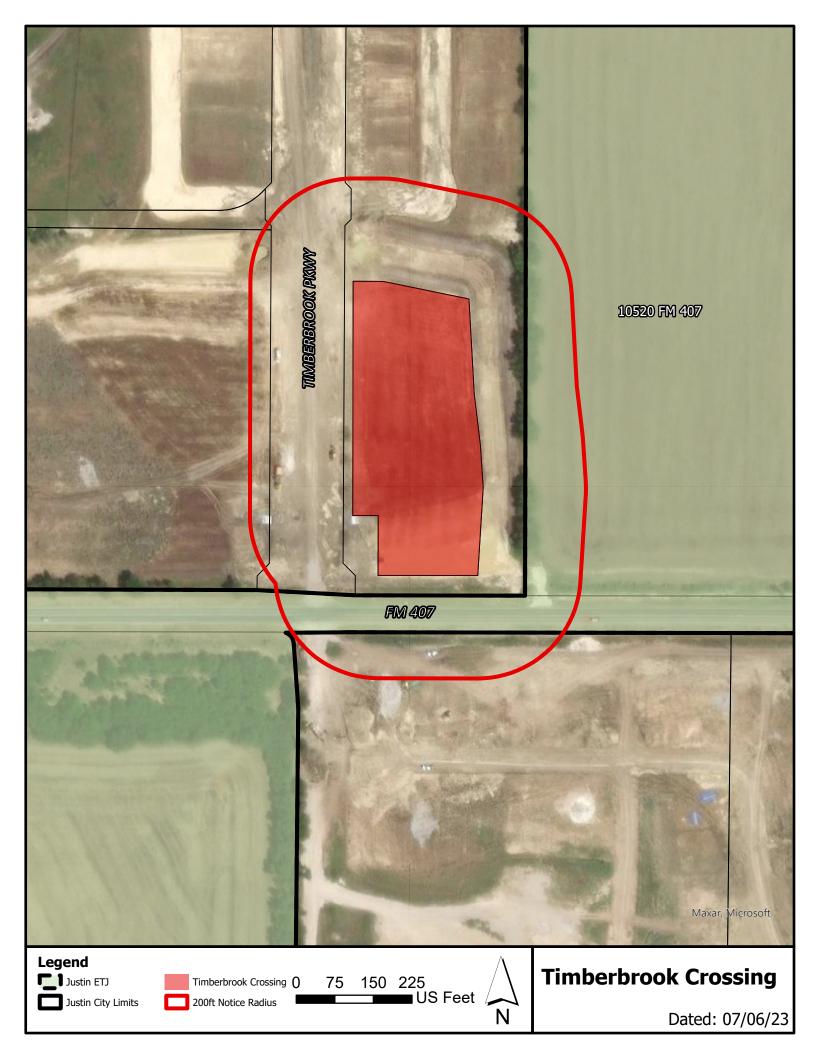


#### **STAFF RECOMMENDATION:**

Staff has reviewed the application and recommends reducing the west buffer to Option A (from 20' to 10') to reduce the encroachment into the parking facilities. Staff will have additional information to present to the Public and Governmental Bodies. The Commission and Council can only consider the variance request before them along with the request from the Applicant to seek an alternative Buffer option. The entire Site Plan Package has been submitted for informational purposes to the Commission and Council.

#### **ATTACHMENTS:**

- (A) Map
- (B) Supporting Documentation (landscaping plan is L1,
  - L2, &L3 at the end of the Site Plan Package)
- (C) Ordinances



#### Sec. 52-201. Purpose.

- (a) *Purpose and intent.* The purpose of this section is to provide minimum requirements for landscape and maintenance in newly developed and redeveloped properties, in accord with the goals and objectives of the city comprehensive plan. The intent of these requirements is to accomplish the following:
  - (1) Protect and promote the value and positive image of property, and enhance the general welfare and physical appearance of the city;
  - (2) Promote the healthy growth and maintenance of native and adapted trees and vegetation to aid in environmental and ecological protections, including air purification, temperature moderation, oxygen regeneration, groundwater recharge, storm water runoff management, and erosion control;
  - (3) Provide for landscape elements that are well-integrated into both public and private properties, serving to harmonize the appearance of streets, parking areas, buildings, and open space;
  - (4) Provide buffering of properties from adjacent roadways, particularly where low-density residential development is adjacent to non-residential development, or where any development or open space is adjacent to a thoroughfare or heavily trafficked perimeter street;
  - (5) Provide for the separation, screening, or buffering of incongruous or incompatible land-uses and intensity of activities, particularly between low-density residential and non-residential development, roadways, thoroughfares, or heavily trafficked perimeter streets;
  - (6) Reduce the negative effects of noise, dust, and reflected glare from paved surfaces; and
  - (7) Reduce light pollution and spillover to adjacent properties, the public right-of-way, and the night sky.
- (b) Applicability. The requirements of this section shall apply to all new construction and all redevelopment that results in the replacement or expansion of more than 30 percent of the principal permitted use or structure. Buildings in existence on the effective date of the ordinance from which this division is derived shall be considered legally nonconforming. Pad-site developments or ground-lease developments shall meet the landscape and buffer requirements of subsections (d) and (e).

Additionally, any use requiring a PD zoning designation must comply with these landscape standards unless special provisions are included in the ordinance establishing the PD district.

The city code enforcement office or its designee shall administer and enforce the provisions of this section.

- (c) *Definitions*. Refer to section 52-1 (Definitions) for all definitions applicable to this section.
- (d) Landscape buffers. A landscape buffer yard shall provide visual separation of differing land uses, or between a land use and a public road, to reduce or eliminate the potential nuisance effects of noise, glare, signs, dust, litter, and unsightly areas or functions. Buffer yards without established grass or ground cover shall be seeded with grass or planted with ground cover, to ensure coverage within three years. The standards of this section provide for increases in the width and the opacity of the landscape buffer required per subsection (b).
  - (1) Activities exempt from buffer yard requirements.
    - a. Residential uses adjoining residential uses within any residential zoning district;
    - b. Non-residential uses adjoining non-residential uses of the same zoning classification;
    - c. Agricultural uses;
    - d. Any use, building, or structure for which only a change of use is requested, and which does not increase the existing building area.

#### (2) Buffer yard location.

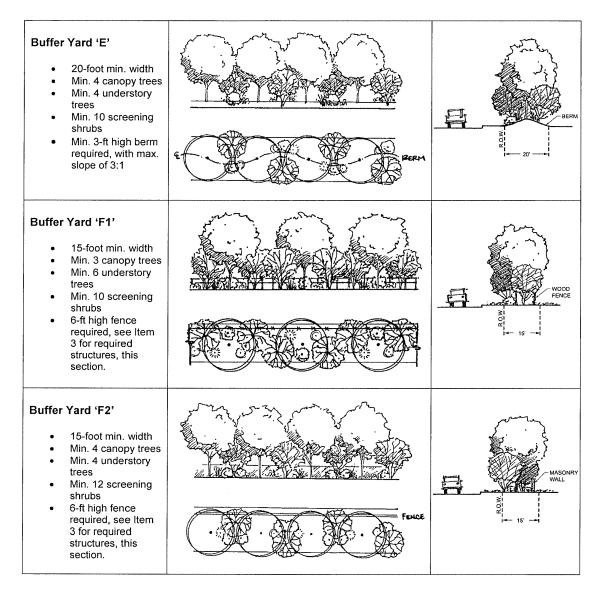
- a. A buffer yard shall be located within and along the outer perimeter of a lot or boundary line.
- b. Buffer yard canopy trees shall not be planted within a water or sanitary sewer easement.
- c. A buffer yard may overlap a drainage easement if plantings do not impede the flow of water within the easement.
- d. A buffer yard shall not be located within any portion of an existing or dedicated public street or right-of-way.
- (3) Buffer yard requirements.
  - a. Existing tree credit. An existing, mature canopy tree located within 20 feet of the property line, with a minimum of 25 percent of its radial drip line falling within a required buffer yard area, shall be granted credit toward reducing the required tree plantings as shown in Table 52-1. Tree diameter shall be measured as DBH ("diameter at breast-height") at approximately four and one-half feet above the natural ground level. Existing tree credit candidates shall be healthy and listed on the Recommended Canopy Tree List in Table 52-10.

Tree Diameter (DBH)	Planting Requirement Reduction
From 2" to 6"	One canopy tree OR two understory trees
Up to 12"	Two canopy trees OR three understory trees
Up to 24"	Three canopy trees OR four understory trees
Greater than 24"	Four canopy trees OR four understory trees

#### Table 52-1: EXISTING TREE CREDITS

- b. Table 52-2 defines the buffer yard requirements. Required plant materials shall apply to a single buffer yard (i.e. corner lots shall provide two buffer yards, and may not apply plantings for one buffer yard toward the requirements for the second yard).
- c. Tables 52-3 and 52-4 determine the type of buffer yard required between two adjacent parcels, or between a parcel and a roadway. Proposed buffer yard may require city approval.

#### Table 52-2: BUFFER YARD REQUIREMENTS (PER 100 LINEAR FEET)



#### Table 52-3: BUFFER YARD REQUIREMENT MATRIX

Zoning of	Existing Adjacent Zoning				
Developing Tract	SF-LL, SF-1, SF-1A, SF2, 2F	MF	LR, GB	LI	МН
SF-OT	*	F1	F1	F2	F1
SF-LL, SF-1, SF-1A, SF-2, 2F	*	F2	F2	F2	F2
MF	F2	А	F2	F2	F2
LR, GB	F2	F2	А	В	F2
LI	F2	F2	F2	А	F1
MH	F2	D	А	F1	А

\* No buffer yard required

Zoning of Developing Tract	Frontage Along Thoroughfares or Collector Roads	Frontage Along Residential Street
SF-LL, SF-1, SF-1A, SF-2	E, F1, or F2 (Incl. lots backing or siding to roadway)	*
SF-OT	E, F1, or F2	*
2F	E, F1, or F2	*
MF	D	D
LR, GB	E	E
LI	E	E
MH	С	D

#### Table 52-4: BUFFER YARD ROADWAY FRONTAGE MATRIX

\* No buffer yard required

(Ord. No. 639-18A , § 2(Exh. A), 2-26-2018)

#### Sec. 52.205. Uses of buffer yards.

A buffer yard may be used for passive recreation, such as pedestrian, bike or equestrian trails, provided that (a) no plant material is eliminated, (b) the total width of the buffer yard is maintained, and all other requirements of this section are met. Buffer yards may not be used for play fields, stables, swimming pools, tennis courts, accessory buildings, parking facilities or trash dumpster locations.

(Ord. No. 639-18A , § 2(Exh. A), 2-26-2018)

#### Sec. 52-204. Optional buffer yards.

The applicant may seek city approval of an optional buffer yard than is otherwise required, as shown in Table 52-6:

#### Table 52-6: OPTIONAL BUFFER YARDS

Buffer Yard Required	Optional Buffer Yard
A	B, C, D, E
В	C, D, F1
С	D, F1
D	F1
E	В, С, D
F1	F2
F2	None

(Ord. No. 639-18A , § 2(Exh. A), 2-26-2018)

Created: 2023-07-05 15:47:37 [EST]

# SITE PLAN FOR TIMBERBROOK CROSSING JUSTIN, TEXAS PRESENTED BY:



#### CONSULTANT CONTACT LIST:

DEVELOPER/OWNER TIMBERBROOK CROSSING, LLC 2819 EXCHANGE BLVD SOUTHLAKE, TX 76092 TEL 252-626-5279 EMAIL: STEVE@HARRIERIG.COM CONTACT: STEVE SCHREIBER

ARCHITECT MOYA ARCHITECTURE WORKSHOP 1327 DRAGON ST. DALLAS, TX 75207 TEL 214-783-8220 EMAIL: MIKHAIL.MOYA@MAWORKSHOP.COM CONTACT: MIKHAIL M. MOYA, AIA CIVIL ENGINEER SAMBATEK 13355 NOEL ROAD, SUITE 1100 DALLAS, TX 75240 TEL 972-830-3192 EMAIL CMURRELL@SAMBATEK.COM CONTACT: CONNOR MURRELL, P.E.

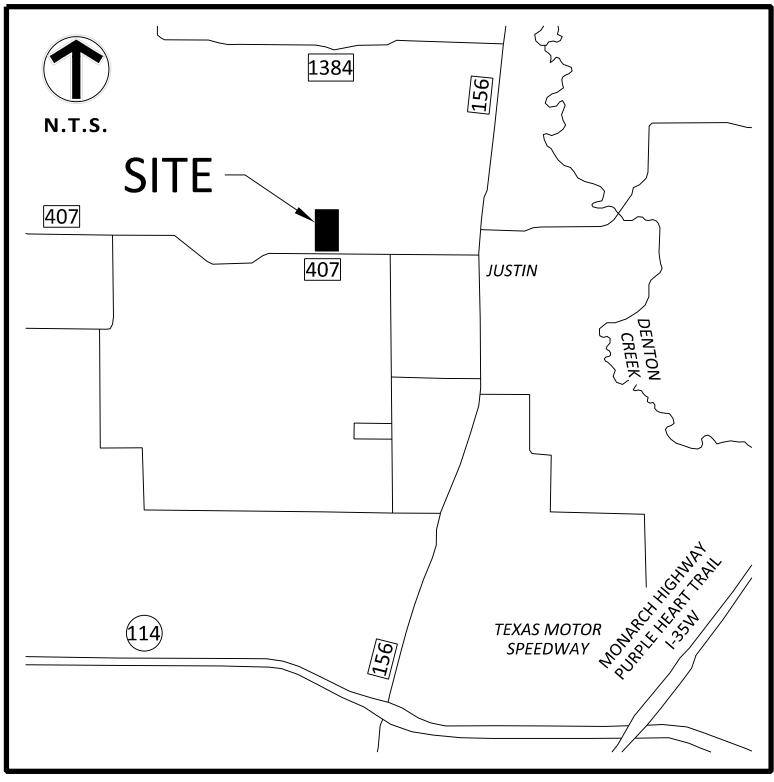
SURVEY ENGINEER SAMBATEK 13355 NOEL ROAD, SUITE 1100 DALLAS, TX 75240 TEL 972-532-9170 EMAIL CLRYON@SAMBATEK.COM CONTACT: LONDON RYON, RPLS

LANDSCAPE ARCHITECT JOHNSON VOLK CONSULTING 704 CENTRAL PARKWAY EAST SUITE 1200 PLANO, TX 75074 TEL 972-201-3100 EMAIL: CODY.JOHNSON@JOHNSONVOLK.COM CONTACT: CODY JOHNSON

(LMS TECH) | JORGE BARILLAS | 5/23/2023 3:38:15 PM DJECTS\51315\CAD\SHEETS\51315-C1.01-TITLE.DWG:C1.01 COVER SI

NO	DATE	BY	CKD	APPR	COMMENT
202	21 Sambate	ek 📃			

# TIMBERBROOK CROSSING, LLC



# VICINITY MAP

FOR REVIEW ONLY Not for construction or permit purposes. Sambatek Engineer <u>CONNOR MURRELL, P.E.</u> P.E. No. <u>143486</u> Date <u>04/25/2023</u>	PRELIMINARY DESIGN REVIEW PERMIT SUBMITTAL CONSTRUCTION DOCUMENTS		<b>Sambatek</b> .com Engineering   Surveying   Planning   Environmental
		51315	TEXAS BPELS REG. F-19014 SURVEY REG. 10194760

#### 

BM NO. 1 "X" CUT IN CONCRETE LOCATED FROM THE INTERSECTION OF F.M. 407 & TIMBERBROOK PARKWAY, NORTHEAST ±79 FEET. ELEV.=693.32

BM NO. 2 "X" CUT IN CONCRETE LOCATED FROM THE INTERSECTION OF F.M. 407 & TIMBERBROOK PARKWAY, NORTH ±699 FEET. ELEV.=701.18

#### SITE INFORMATION =

ZONING: PLANNED DEVELOPMENT GENERAL BUSINESS (PD-GB) FEMA MAP ID: 48121C0485G NOT LOCATED IN A FLOOD HAZARD ZONE

# SHEET INDEX

SHEET	DESCRIPTION				
C1.01	TITLE SHEET				
C1.02	GENERAL NOTES				
C1.02	GENERAL NOTES 2				
C2.01	DIMNSIONAL CONTROL PLAN				
C3.01	GRADING PLAN				
C4.01	EXISTING DRAINAGE AREA MAP				
C4.02	PROPOSED DRAINAGE AREA MAP				
C4.03	STORM DRAINAGE PLAN				
C5.01	UTILITY PLAN				
C6.01	EROSION CONTROL PLAN				
C7.01	STANDARD CITY DETAILS				
C7.02	STANDARD CITY DETAILS				
C7.03	STANDARD CITY DETAILS				
C7.04	STANDARD CITY DETAILS				
C7.05	STANDARD CITY DETAILS				
C7.06	STANDARD CITY DETAILS				
C7.07	STANDARD CITY DETAILS				
C7.08	STANDARD CITY DETAILS				
C7.09	STANDARD CITY DETAILS				
L1	LANDSCAPE PLAN				
L2	LANDSCAPE PLAN				
L3	LANDSCAPE SCHEDULE & DETAILS				

COVER SHEET

TIMBERBROOK CROSSING, LLC TIMBERBROOK CROSSING PRELIMINARY JUSTIN, TEXAS



	DATE     BY     CKD     APPR     COMMENT       Image:	
8.	ALL CONTRACTORS MUST CONFINE THEIR ACTIVITIES TO THE WORK AREA. NO ENCROACHMENTS OUTSIDE OF THE WORK AREA WILL BE ALLOWED. ANY DAMAGE RESULTING THEREFROM SHALL BE CONTRACTOR'S SOLE RESPONSIBILITY TO REPAIR.	9 1
7.	DUE TO THE POTENTIAL FOR DIFFERENTIAL SOIL MOVEMENT ADJACENT TO THE BUILDING, THE CONTRACTOR SHALL ADHERE TO GEOTECHNICAL REPORT'S RECOMMENDATION FOR SUBGRADE PREPARATION SPECIFIC TO FLATWORK ADJACENT TO THE PROPOSED BUILDING. THE OWNER AND CONTRACTOR ARE ADVISED TO OBTAIN A GEOTECHNICAL ENGINEER RECOMMENDATION SPECIFIC TO FLATWORK ADJACENT TO THE BUILDING, IF NONE IS CURRENTLY EXISTING.	8
	IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE MATERIALS, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.	7
	ALL COPIES OF MATERIALS TEST RESULTS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT DIRECTLY FROM THE TESTING AGENCY.	6
	COORDINATED WITH THE APPROPRIATE CITY INSPECTOR AND COMPLY WITH CITY STANDARD SPECIFICATIONS AND GEOTECHNICAL REPORT. TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING MATERIALS. OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR MATERIALS TESTING.	
	ALL CONSTRUCTION SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING SUBSEQUENT ADDENDA.	5
	SOLELY RESPONSIBLE TO VERIFY WHAT PART OF THE BUILDING THE ARCHITECT'S FOOTPRINT REPRESENTS (E.G. SLAB, OUTSIDE WALL, MASONRY LEDGE, ETC.) AND TO CONFIRM ITS FINAL POSITION ON THE SITE BASED ON THE FINAL ARCHITECTURAL FOOTPRINT, CIVIL DIMENSION CONTROL PLAN, SURVEY BOUNDARY AND/OR PLAT. ANY DIFFERENCES FOUND SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.	4
	BE THE FINAL CORRECT VERSION BECAUSE THE BUILDING DESIGN WAS ONGOING. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFIRMING THE FINAL CORRECT VERSION OF THE BUILDING FOOTPRINT WITH THE ARCHITECT AND STRUCTURAL ENGINEER PRIOR TO LAYOUT. DIMENSIONS AND/OR COORDINATES SHOWN ON THESE PLANS WERE BASED ON THE ABOVE STATED ARCHITECTURAL FOOTPRINT, AND ARE THEREFORE A PRELIMINARY LOCATION OF THE BUILDING. THE CONTRACTOR IS SOLELY RESPONSIBLE TO VERIFY WHAT PART OF THE BUILDING THE ARCHITECT'S FOOTPRINT REPRESENTS (E.G. SLAB, OUTSIDE WALL, MASONRY LEDGE, ETC.) AND TO	2
	REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ALL FINAL BUILDING DIMENSIONS. THE PROPOSED BUILDING FOOTPRINT(S) SHOWN IN THESE PLANS WAS PROVIDED BY THE PROJECT ARCHITECT AT THE TIME THESE PLANS WERE PREPARED. IT MAY NOT	ı
	THE SCOPE OF WORK FOR THE CIVIL IMPROVEMENTS SHOWN ON THESE PLANS TERMINATES FIVE FEET FROM THE BUILDING. REFERENCE THE BUILDING PLANS (E.G. ARCHITECTURAL, STRUCTURAL, MEP) FOR AREAS WITHIN FIVE FEET OF THE BUILDING AND WITHIN THE BUILDING FOOTPRINT.	1
	ALL SYMBOLS SHOWN ON THESE PLANS (E.G. FIRE HYDRANT, METERS, VALVES, INLETS, ETC.) ARE FOR PRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE. CONTRACTOR SHALL COORDINATE FINAL SIZES AND LOCATIONS WITH APPROPRIATE CITY INSPECTOR.	ç
	CONTRACTOR'S BID PRICE SHALL INCLUDE ALL INSPECTION FEES.	8
7.	CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY/TOWN INSPECTIONS.	1
6.	ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES, AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO USE OF THE FACILITY AND THE FINAL CONNECTION OF SERVICES.	7
5.	ALL SHOP DRAWINGS AND OTHER DOCUMENTS THAT REQUIRE ENGINEER REVIEW SHALL BE SUBMITTED BY THE CONTRACTOR SUFFICIENTLY IN ADVANCE OF CONSTRUCTION OF THAT ITEM, SO THAT NO FEWER THAN 10 BUSINESS DAYS FOR REVIEW AND RESPONSE IS AVAILABLE.	6
4.	THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, GEOTECHNICAL REPORT AND ADDENDA, PROJECT AND CITY SPECIFICATIONS AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWPPP AND RELATED INSPECTION REPORTS.	
3.	THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMITS, APPROVALS, AND BONDS PRIOR TO CONSTRUCTION.	Ę
2.	CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND POWER LINES. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, FEDERAL AND UTILITY OWNER REGULATIONS PERTAINING TO WORK SETBACKS FROM POWER LINES.	2
1.	BRACING OF UTILITY POLES MAY BE REQUIRED BY THE UTILITY COMPANIES WHEN TRENCHING OR EXCAVATING IN CLOSE PROXIMITY TO THE POLES. THE COST OF BRACING POLES WILL BE BORNE BY THE CONTRACTOR, WITH NO SEPARATE PAY ITEM FOR THIS WORK. THE COST IS INCIDENTAL TO THE PAY ITEM.	3
	PROPOR GRADE PRIOR TO AND AFTER PLACING OF PERMENTNT PAVEING AND GRADING. UTILITIES MUST BE MAINTAINED AT PROPER GRADE DURING THE CONSTRUCTION OF THE PAVING FOR THIS DEVELOPMENT. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED BY THE CONTRACTOR AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.	1
	SERVICE TO THE PROPOSED DEVELOPMENT.	_
	POLE ADJUSTMENTS NEEDED.	
8.	ARE LOCATED IN PROPOSED DRIVEWAYS, ADJUSTING THE HORIZONTAL OR VERTICAL ALIGNMENT OF EXISTING UNDERGROUND UTILITIES TO ACCOMMODATE PROPOSED GRADE OR CROSSING WITH A PROPOSED UTILITY, AND ANY OTHERS THAT MAY BE ENCOUNTERED THAT ARE UNKNOWN AT THIS TIME AND NOT SHOWN ON THESE PLANS.	
7.	CLEARANCES. THE ENGINEER SHALL BE NOTIFIED WHEN A PROPOSED IMPROVEMENT CONFLICTS WITH AN EXISTING UTILITY. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY ADJUSTMENTS AND RELOCATIONS OF EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ADJUSTING EXISTING MANHOLES TO MATCH PROPOSED GRADE, RELOCATING EXISTING POLES AND GUY WIRES THAT	
	THE LOCATIONS, ELEVATIONS, DEPTH, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE UTILITY COMPANY MAPS AND PLANS AND ARE CONSIDERED APPROXIMATE AND INCOMPLETE. IT SHALL BE THE CONTRACTORS' RESPONSIBILITY TO VERIFY THE PRESENCE, LOCATION, ELEVATION, DEPTH, AND DIMENSION OF EXISTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE	
	CONTRACTOR SHALL CALL TEXAS 811 AN ADEQUATE AMOUNT OF TIME PRIOR TO COMMENCING CONSTRUCTION OR ANY EXCAVATION.	
	CONSTRUCTION AREA BEFORE COMMENCING WORK TO HAVE THEM LOCATE THEIR EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.	
3.	OWNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE	
2.	ORDERS FOR WHICH THE CITY, ENGINEER, AND OWNER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION.	
1.	THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS, ELEVATIONS, AND FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER, AND IF APPLICABLE THE CITY AND OWNER. NO CONSIDERATION WILL BE GIVEN TO CHANGE	
Э.	CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL CONTROL, INCLUDING BENCHMARKS PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS. PROPERTY LINES AND CORNERS SHALL BE HELD AS THE HORIZONTAL CONTROL.	
ļ	AT THEIR OWN EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED PROFESSIONAL LAND SURVEYOR TO THE OWNER AND ENGINEER FOR REVIEW.	
	CONSTRUCTION AND SHALL REPORT ANY DISCREPANCIES FOUND TO THE OWNER AND ENGINEER IMMEDIATELY.	
	THE CONTRACTOR SHALL REVIEW AND VERIFY THE EXISTING TOPOGRAPHIC SURVEY SHOWN ON THE PLANS REPRESENTS EXISTING FIELD CONDITIONS PRIOR TO	
•	THE EXISTING CONDITIONS SHOWN ON THESE PLANS WERE PROVIDED BY THE TOPOGRAPHIC SURVEY PREPARED BY THE PROJECT SURVEYOR AND ARE BASED ON THE BENCHMARKS SHOWN. THE CONTRACTOR SHALL REFERENCE THE SAME BENCHMARKS.	
	THE CONTRACTOR SHALL FURNISH ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE AUTHORITIES' SPECIFICATIONS AND REQUIREMENTS.	
_	SHALL APPLY WITH CONCURRING NOTIFICATION TO THE CITY ENGINEER AND PROJECT ENGINEER. THE CITY ENGINEER SHALL HAVE THE FINAL DECISION ON ALL CONSTRUCTION MATERIALS, METHODS AND PROCEDURES.	
•	AT LEAST ONE SET OF APPROVED ENGINEERING PLANS AND SPECIFICATION ONSITE AT ALL TIMES. ALL WORK SHALL CONFORM TO THE CITY DESIGN MANUALS AND STANDARDS. IN THE EVENT AN ITEM IS NOT COVERED IN THE PLANS OR THE CITY/TOWN DESIGN MANUALS AND STANDARDS, THE MOST CURRENT NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONTSTRUCTION	
•	DO NOT EXIST. IN CASE OF CONFLICTING SPECIFICATIONS OR DETAILS, THE MORE RESTRICTIVE SPECIFICATION AND DETAIL SHALL BE FOLLOWED. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL HAVE IN THEIR POSSESSION ALL NECESSARY PERMITS, PLANS, LICENSES, ETC. THE CONTRACTOR SHALL HAVE	
	DUNUTEXIST. IN CASE OF CONFLICTING SPECIFICATIONS OR DETAILS. THE MORE RESTRICTIVE SPECIFICATION AND DETAIL SHALL BE FOLLOWED	

CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, UTILITIES, MANHOLES, POLES, GUY WIRES, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, COMMUNICATION ES/PEDESTALS, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES AT NO COST TO THE OWNER.	11.	ANY COMPONENTS OF THE PROJECT SUBJECT TO RESID MANUAL BY THE US DEPARTMENT OF HOUSING AND URB.
CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY OR PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: CES, WALLS, SIGNS, PAVEMENT, CURBS, UTILITIES, SIDEWALKS, GRASS, TREES, LANDSCAPING, AND IRRIGATION SYSTEMS, ETC. TO ORIGINAL CONDITION OR BETTER AT NO	12.	CONTRACTOR SHALL CONSTRUCT PROPOSED PAVEMEN
T TO THE OWNER.	13.	CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEME WITHIN PARKING LOT AND AROUND BUILDING AS SHOWN
DSCAPING, CULVERTS, AND PAVEMENT.	14.	REFER TO GEOTECHNICAL REPORT FOR PAVING JOINT L
CONTRACTOR SHALL SALVAGE ALL EXISTING POWER POLES, SIGNS, WATER VALVES, FIRE HYDRANTS, METERS, ETC. THAT ARE TO BE RELOCATED DURING ISTRUCTION.	15.	ALL REINFORCING STEEL SHALL CONFORM TO THE GEO CONTRACTOR SHALL USE THE MORE STRINGENT OF CIT
TRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION, INCLUDING MAINTAINING EXISTING DITCHES OR CULVERTS FREE OF TRUCTIONS AT ALL TIMES.	16.	ALL JOINTS SHALL EXTEND THROUGH THE CURB.
CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND SUBMITTING A TRENCH SAFETY PLAN, PREPARED BY A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, TO CITY OR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AND FEDERAL	17.	THE MINIMUM LENGTH OF OFFSET JOINTS AT RADIUS PC
UIREMENTS, INCLUDING OSHA FOR ALL TRENCHES. NO OPEN TRENCHES SHALL BE ALLOWED OVERNIGHT WITHOUT PRIOR WRITTEN APPROVAL OF CITY.	18.	CONTRACTOR SHALL SUBMIT A JOINTING PLAN AS A SHO
CONTRACTOR SHALL KEEP TRENCHES FREE FROM WATER.	19.	ALL SAWCUTS SHALL BE FULL DEPTH FOR PAVEMENT RE ACCORDANCE WITH CITY STANDARDS AND INCLUDED IN
SE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES	20.	FIRE LANES SHALL BE MARKED AND LABELED AS A FIREL
HE PERFORMANCE OF THE WORK. THE ENGINEER'S SEAL HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EMENTATION OF ALL REQUIRED SAFETY PROCEDURES AND PROGRAMS.	21.	UNLESS THE PLANS SPECIFICALLY DICTATE TO THE CON ONCOMING TRAFFIC FOR WHICH THEY ARE INTENDED.
IS RELATED TO SITE OPERATION OR SAFETY ARE NOT INCLUDED IN THESE PLANS.	22.	CONTRACTOR IS RESPONSIBLE FOR INSTALLING NECES
TRACTOR OFFICE AND STAGING AREA SHALL BE AGREED ON BY THE OWNER AND CONTRACTOR PRIOR TO BEGINNING OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE ALL PERMITTING REQUIREMENTS FOR THE CONSTRUCTION OFFICE, TRAILER, STORAGE, AND STAGING OPERATIONS AND LOCATIONS.		DOCUMENTS (CIVIL, MEP, LANDSCAPE, IRRIGATION, AND
IT POLES, SIGNS, AND OTHER OBSTRUCTIONS SHALL NOT BE PLACED IN ACCESSIBLE ROUTES.	23.	BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VER AND ALONG SIDEWALKS, ACCESSIBLE PARKING SPACES 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SI
SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".		PARKING SPACES AND ACCESS AISLES SHALL NOT EXCE
RIM ELEVATIONS OF ALL EXISTING AND PROPOSED MANHOLES SHALL BE COORDINATED WITH TOP OF PAVEMENT OR FINISHED GRADE AND SHALL BE ADJUSTED TO BE SH WITH THE ACTUAL FINISHED GRADE AT THE TIME OF PAVING.	24.	CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENT REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL CO ORDERS WILL BE ACCEPTED FOR ADA AND TAS SLOPE C
TRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED VALVES, FIRE HYDRANTS, AND OTHER UTILITY APPURTENANCES TO MATCH ACTUAL FINISHED GRADES AT THE E OF PAVING, INCLUDING THOSE LOCATED IN SOFTSCAPE AREAS.	25.	ALL DIMENSIONS ARE FROM BACK OF CURB UNLESS OTH
CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SEQUENCING AND PHASING, AND SHALL CONTACT THE APPROPRIATE CITY OFFICIALS, INCLUDING BUILDING ICIAL, ENGINEERING INSPECTOR, AND FIRE MARSHALL TO LEARN OF ANY REQUIREMENTS.	26.	ALL CONCRETE SHALL CONFORM TO CITY STANDARD SF STATED IN TXDOT STANDARD SPECIFICATIONS.
TRACTOR IS RESPONSIBLE FOR PREPARATION, SUBMITTAL, AND APPROVAL BY CITY OF A TRAFFIC CONTROL PLAN PRIOR TO THE START OF CONSTRUCTION, AND THEN IMPLEMENTATION OF THE PLAN.	27.	SUBGRADE PREPARATION IN RIGHT OF WAY SHALL CON
TRACTOR SHALL KEEP A NEAT AND ACCURATE RECORD OF CONSTRUCTION, INCLUDING ANY DEVIATIONS OR VARIANCES FROM THE PLANS.	28.	ALL FILL PLACED UNDER PAVING SHALL BE COMPACTED REPORT. REFER TO STRUCTURAL SPECIFICATIONS FOR PROCTOR.
CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT PLANS TO THE ENGINEER AND CITY IDENTIFYING ALL DEVIATIONS AND VARIATIONS FROM THESE PLANS E DURING CONSTRUCTION.	29.	TRANSVERSE CONSTRUCTION JOINTS SHALL BE USED A
TRACTOR SHALL PROVIDE ON-SITE PARKING FOR WORKERS AS NEEDED. VEHICLE PARKING WILL NOT BE ALLOWED WITHIN THE PUBLIC RIGHT-OF-WAY.	30.	BAR LAPS SHALL BE 30 DIAMETERS IN LENGTH.
TRACTOR SHALL PROVIDE A MAINTENANCE GUARANTEE (BOND) IN CONSTRUCTION DOCUMENTS FOR TWO YEARS.	31.	ALL STRIPES SHALL BE FOUR INCHES WIDE, UNLESS OTH
SANITATION CONTAINER SCREENING WALLS SHALL BE BRICK MASONRY, STONE MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY DESIGN SPECIFICATIONS.	32.	DENSITIES MUST BE TAKEN MINIMUM EVERY 200 FEET PE
	33.	CITY INSPECTOR MUST BE PRESENT FOR ALL TESTS.
HANICAL AND HEATING AND AIR CONDITIONING EQUIPMENT IN NONRESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT-OF-WAY AND M ADJACENT RESIDENTIAL PROPERTIES.		EROSION CONTROL NOTES
EMOLITION NOTES		CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AN THE CONSTRUCTION SITE LAND DISTURBANCE.
CONTRACTOR IS TO REVIEW ALL GENERAL NOTES PRIOR TO BEGINNING WORK.		CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS C TXR 150000".
ENGINEER IS NOT RESPONSIBLE FOR THE MEANS AND METHODS EMPLOYED BY THE CONTRACTOR TO IMPLEMENT THIS DEMOLITION PLAN. THIS PRELIMINARY DLITION PLAN SIMPLY INDICATES THE KNOWN OBJECTS ON THE SUBJECT TRACT THAT ARE TO BE DEMOLISHED AND REMOVED FROM THE SITE.	3.	EROSION CONTROL DEVICES SHOWN ON THE EROSION CO
ENGINEER DOES NOT WARRANT OR REPRESENT THAT THE PLAN, WHICH WAS PREPARED BASED ON SURVEY AND UTILITY INFORMATION PROVIDED BY OTHERS, NS ALL IMPROVEMENTS AND UTILITIES, THAT THE IMPROVEMENTS AND UTILITIES ARE SHOWN ACCURATELY, OR THAT THE UTILITIES SHOWN CAN BE REMOVED. THE	4.	ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN
THE ABILITY AND PROCESS FOR THE REMOVED OF THEIR FACILITIES AND UTILITIES ARE SHOWN ACCORATELY, OR THAT THE UTILITIES SHOWN CAN BE REMOVED. THE TRACTOR IS RESPONSIBLE FOR PERFORMING ITS OWN SITE RECONNAISSANCE TO SCOPE ITS WORK AND TO CONFIRM WITH THE OWNERS OF IMPROVEMENTS AND THE THE ABILITY AND PROCESS FOR THE REMOVAL OF THEIR FACILITIES.		CONTRACTOR IS SOLELY RESPONSIBLE FOR INSTALLA MANAGEMENT PRACTICES (BMPS), AND FOR UPDATING THE
PLAN IS INTENDED TO GIVE A GENERAL GUIDE TO THE CONTRACTOR, NOTHING MORE. THE GOAL OF THE DEMOLITION IS TO LEAVE THE SITE IN A STATE SUITABLE FOR CONSTRUCTION OF THE PROPOSED DEVELOPMENT. REMOVAL OR PRESERVATION OF IMPROVEMENTS, UTILITIES, ETC. TO ACCOMPLISH THIS GOAL ARE THE PONSIBILITY OF THE CONTRACTOR.		CONTRACTOR SHALL DOCUMENT THE DATES OF INSTAL POLLUTION PREVENTION PLAN (SWPPP) IF APPLICABLE.
TRACTOR IS STRONGLY CAUTIONED TO REVIEW THE FOLLOWING REPORTS DESCRIBING SITE CONDITIONS PRIOR TO BIDDING AND IMPLEMENTING THE DEMOLITION	7.	AS STORM SEWER INLETS ARE INSTALLED ON-SITE, TEMPC

CTOR IS STRONGLY CAUTIONED TO REVIEW THE VING REPORTS DESCRIBING SITE CONDITIONS PRIOR TO BIDDING AND IMPLEMENTING THE DEMOLITION DNMENTAL SITE ASSESSMENT PROVIDED BY THE OWNER;

STOS BUILDING INSPECTION REPORT(S) PROVIDED BY THE OWNER; CHNICAL REPORT PROVIDED BY THE OWNER;

REPORTS THAT ARE APPLICABLE AND AVAILABLE.

RACTOR SHALL CONTACT THE OWNER TO VERIFY WHETHER ADDITIONAL REPORTS OR AMENDMENTS TO THE ABOVE CITED REPORTS HAVE BEEN PREPARED AND TO N/REVIEW/AND COMPLY WITH THE RECOMMENDATION OF SUCH STUDIES PRIOR TO STARTING ANY WORK ON THE SITE.

RACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS REGARDING THE DEMOLITION OF OBJECTS ON THE SITE AND THE DISPOSAL OF THE LISHED MATERIALS OFFSITE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO REVIEW THE SITE, DETERMINE THE APPLICABLE REGULATIONS, RECEIVE THE RED PERMITS AND AUTHORIZATIONS, AND COMPLY.

ENGINEER DOES NOT REPRESENT THAT THE REPORTS AND SURVEYS REFERENCED ABOVE ARE ACCURATE, COMPLETE, OR COMPREHENSIVE SHOWING ALL ITEMS WILL NEED TO BE DEMOLISHED AND REMOVED.

ACE PAVEMENT INDICATED MAY OVERLAY OTHER HIDDEN STRUCTURES, SUCH AS ADDITIONAL LAYERS OF PAVEMENT, FOUNDATIONS OR WALLS, THAT ARE ALSO TO

### PAVING NOTES

AVING MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY STANDARD DETAILS AND SPECIFICATIONS, THE FINAL CHNICAL REPORT INCLUDING ALL ISSUED ADDENDA, AND COMMONLY ACCEPTED CONSTRUCTION STANDARDS. THE CITY SPECIFICATIONS SHALL GOVERN WHERE SPECIFICATIONS DO NOT EXIST. IN CASE OF CONFLICTING SPECIFICATIONS OR DETAILS. THE MORE RESTRICTIVE SPECIFICATION/DETAIL SHALL BE FOLLOWED.

RIVATE ONSITE PAVING AND PAVING SUBGRADE SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING ALL ADDENDA.

RELANE PAVING AND PAVING SUBGRADE SHALL COMPLY WITH CITY STANDARDS AND DETAILS. IF THESE ARE DIFFERENT THAN THOSE IN THE GEOTECHNICAL , THEN THE MORE RESTRICTIVE SHALL BE FOLLOWED.

JBLIC PAVING AND PAVING SUBGRADE SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.

R IS RESPONSIBLE FOR ALL PAVING AND PAVING SUBGRADE TESTING AND CERTIFICATION. ALL PAVING AND PAVING SUBGRADE TESTING SHALL BE COORDINATED THE APPROPRIATE CITY INSPECTOR. TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING PAVING AND SUBGRADE. CONTRACTOR PONSIBLE FOR COORDINATION WITH THE TESTING AGENCY FOR REQUIRED TESTS. RETESTING DUE TO FAILED TESTS WILL BE PAID BY CONTRACTOR OR DEDUCTED A PAY REQUEST.

LL BE THE CONTRACTOR'S RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE PAVING AND PAVING SUBGRADE, THAT THE WORK RUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.

TO THE POTENTIAL FOR DIFFERENTIAL SOIL MOVEMENT ADJACENT TO THE BUILDING, THE CONTRACTOR SHALL ADHERE TO GEOTECHNICAL REPORT'S IMENDATION FOR SUBGRADE PREPARATION SPECIFIC TO FLATWORK ADJACENT TO THE PROPOSED BUILDING. THE OWNER AND CONTRACTOR ARE ADVISED TO A GEOTECHNICAL ENGINEER RECOMMENDATION SPECIFIC TO FLATWORK ADJACENT TO THE BUILDING, IF NONE IS CURRENTLY EXISTING.

RAMPS ALONG PUBLIC STREETS AND IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED BASED ON THE CITY STANDARD CONSTRUCTION DETAIL AND FICATIONS.

TE CURB RAMPS ON THE SITE (I.E. OUTSIDE PUBLIC STREET RIGHT-OF-WAY) SHALL CONFORM TO ADA AND TAS STANDARDS.

L ACCESSIBLE R	AMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHA	ALL CONFORM TO ADA AND TAS STANDARDS, LATEST E	DITION.	DREDGED, AND THE SEDIMENT GENERATED
-	PRELIMINARY	PRELIMINARY	DRAWN BY JHB	
-	FOR REVIEW ONLY Not for construction or permit purposes.	DESIGN REVIEW	DESIGNED BY JHB	Sambatek 🗆
-	Sambatek	PERMIT SUBMITTAL	CHECKED BY CMM	www.sambatek.com
-	Engineer <u>CONNOR MURRELL, P.E.</u> P.E. No. <u>143486</u> Date <u>04/25/2023</u>	CONSTRUCTION DOCUMENTS	PROJECT NO. 51315	Engineering   Surveying   Planning   Environmental TEXAS BPELS REG. F-19014   SURVEY REG. 10194760

ECT TO RESIDENTIAL USE SHALL ALSO CONFORM TO THE FAIR HOUSING ACT AND COMPLY WITH THE FAIR HOUSING ACT DESIGN SING AND URBAN DEVELOPMENT. (REMOVE FOR COMMERCIAL PROJECTS)

SED PAVEMENT TO MATCH EXISTING PAVEMENT WITH A SMOOTH, FLUSH, CONNECTION.

L ALL PAVEMENT MARKINGS FOR FIRE LANES, PARKING STALLS, HANDICAPPED PARKING SYMBOLS, AND MISCELLANEOUS STRIPING NG AS SHOWN ON THE PLANS. ALL PAINT AND PAVEMENT MARKINGS SHALL ADHERE TO CITY AND OWNER STANDARDS.

AVING JOINT LAYOUT PLAN REQUIREMENTS FOR PRIVATE PAVEMENT.

/ TO THE GEOTECHNICAL REPORT, CITY STANDARDS, AND ASTM A-615, GRADE 60, AND SHALL BE SUPPORTED BY BAR CHAIRS. NGENT OF CITY AND GEOTECHNICAL STANDARDS.

AT RADIUS POINTS SHALL BE TWO FEET.

PLAN AS A SHOP DRAWING TO THE ENGINEER AND OWNER PRIOR TO BEGINNING ANY OF THE PAVING WORK.

PAVEMENT REMOVAL AND CONNECTION TO EXISTING PAVEMENT. ANY SAWCUTS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE IN D INCLUDED IN BASE BID.

ED AS A FIRELANE PER CITY STANDARDS.

E TO THE CONTRARY, ONSITE AND OTHER DIRECTIONAL SIGNS SHALL BE ORIENTED SO THEY ARE READILY VISIBLE TO THE E INTENDED.

ALLING NECESSARY CONDUIT FOR LIGHTING, IRRIGATION, ETC. PRIOR TO PLACEMENT OF PAVEMENT. ALL CONSTRUCTION RIGATION, AND ARCHITECT) SHALL BE CONSULTED.

DR SHALL VERIFY THAT SUITABLE ACCESSIBLE PEDESTRIAN ROUTES (PER ADA, TAS, AND FHA) EXIST TO AND FROM EVERY DOOR RKING SPACES, ACCESS AISLES, AND ACCESSIBLE ROUTES. IN NO CASE SHALL AN ACCESSIBLE RAMP SLOPE EXCEED 1 VERTICAL TO ALK CROSS SLOPE EXCEED 2 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 5 PERCENT. ACCESSIBLE ALL NOT EXCEED 2 PERCENT SLOPE IN ANY DIRECTION.

IEASUREMENTS ON FINISHED SUBGRADE AND FORM BOARDS PRIOR TO PLACING PAVEMENT TO VERIFY THAT ADA/TAS SLOPE CTOR SHALL CONTACT ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE TAS SLOPE COMPLIANCE ISSUES.

RB UNLESS OTHERWISE NOTED.

STANDARD SPECIFICATIONS UNLESS OTHERWISE SHOWN ON THESE PLANS, STATED IN STANDARD CITY SPECIFICATIONS OR

AY SHALL CONFORM TO STANDARD CITY SPECIFICATIONS OR TXDOT STANDARD SPECIFICATIONS.

E COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY IN 6-INCH LIFTS, UNLESS OTHERWISE NOTED, OR STATED IN GEOTECH ICATIONS FOR FILL PLACED BENEATH BUILDING AREAS. ALL OTHER FILL AREAS TO BE COMPACTED TO 90 PERCENT STANDARD

ALL BE USED AT THE END OF EACH DAY'S PAVING AND WHERE INTERRUPTIONS SUSPEND OPERATIONS FOR 30 MINUTES OR MORE.

E, UNLESS OTHERWISE NOTED.

RY 200 FEET PER LIFT AND SUBGRADE FOR STREET CONSTRUCTION.

OTES \_\_\_\_\_

TO BE PROVIDED.

PROGRESSES.

THE CONSTRUCTION ENTRANCE.

CONSTRUCTION IN THE AREA IS EXPECTED WITHIN 21 DAYS OF THE LAST DISTURBANCE.

CAL, STATE, AND FEDERAL EROSION CONTROL AND WATER QUALITY REQUIREMENTS, LAWS, AND ORDINANCES THAT APPLY TO

QUIREMENTS OF THE "TCEQ GENERAL PERMIT TO DISCHARGE UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM

E EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE.

INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECT.

OR INSTALLATION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL EROSION CONTROL DEVICES, BEST UPDATING THE EROSION CONTROL PLAN DURING CONSTRUCTION AS FIELD CONDITIONS CHANGE.

ES OF INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL FOR EACH BMP EMPLOYED IN THE STORM WATER

N-SITE, TEMPORARY EROSION CONTROL DEVICES SHALL BE INSTALLED AT EACH INLET PER APPROVED DETAILS.

8. THE EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL THE AREA IT PROTECTS HAS BEEN PERMANENTLY STABILIZED.

9. CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL DEVICES NEEDED DUE TO PROJECT PHASING.

10. CONTRACTOR SHALL OBSERVE THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES AND MAKE FIELD ADJUSTMENTS AND MODIFICATIONS AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE SITE. IF THE EROSION CONTROL DEVICES DO NOT EFFECTIVELY CONTROL EROSION AND PREVENT SEDIMENTATION FROM WASHING OFF THE SITE, THEN THE CONTRACTOR SHALL NOTIFY THE ENGINEER.

11. OFF-SITE SOIL BORROW, SPOIL, AND STORAGE AREAS (IF APPLICABLE) ARE CONSIDERED AS PART OF THE PROJECT SITE AND MUST ALSO COMPLY WITH THE EROSION CONTROL REQUIREMENTS FOR THIS PROJECT. THIS INCLUDES THE INSTALLATION OF BMP'S TO CONTROL EROSION AND SEDIMENTATION AND THE ESTABLISHMENT OF PERMANENT GROUND COVER ON DISTURBED AREAS PRIOR TO FINAL APPROVAL OF THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE SWPPP AND EROSION CONTROL PLAN TO INCLUDE BMPS FOR ANY OFFSITE FLOWS THAT ARE NOT ANTICIPATED OR SHOWN ON THE EROSION CONTROL PLAN.

12. ALL STAGING, STOCKPILES, SPOIL, AND STORAGE SHALL BE LOCATED SUCH THAT THEY WILL NOT ADVERSELY AFFECT STORM WATER QUALITY. PROTECTIVE MEASURES SHALL BE PROVIDED IF NEEDED TO ACCOMPLISH THIS REQUIREMENT, SUCH AS COVERING OR ENCIRCLING THE AREA WITH AN APPROPRIATE BARRIER.

13. CONTRACTORS SHALL INSPECT ALL EROSION CONTROL DEVICES, BMPS, DISTURBED AREAS, AND VEHICLE ENTRY AND EXIT AREAS WEEKLY AND WITHIN 24 HOURS OF ALL RAINFALL EVENTS OF 0.5 INCHES OR GREATER. CONTRACTOR SHALL KEEP A RECORD OF THIS INSPECTION IN THE SWPPP BOOKLET IF APPLICABLE, TO VERIFY THAT THE DEVICES AND EROSION CONTROL PLAN ARE FUNCTIONING PROPERLY.

14. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS IN ACCORDANCE WITH CITY SPECIFICATIONS.

CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION TRAFFIC USES THE STABILIZED ENTRANCE AT ALL TIMES FOR ALL INGRESS/EGRESS.

15. SITE ENTRY AND EXITS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING AND FLOWING OF SEDIMENT AND DIRT ONTO OFFSITE ROADWAYS. ALL

SEDIMENT AND DIRT FROM THE SITE THAT IS DEPOSITED ONTO AN OFFSITE ROADWAY SHALL BE REMOVED IMMEDIATELY.

16. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS FROM THE AFFECTED OFFSITE ROADWAYS THAT ARE A RESULT OF THE CONSTRUCTION, AS

REQUESTED BY OWNER AND CITY. AT A MINIMUM, THIS SHOULD OCCUR ONCE PER DAY FOR THE OFFSITE ROADWAYS.

17. WHEN WASHING OF VEHICLES IS REQUIRED TO REMOVE SEDIMENT PRIOR TO EXITING THE SITE, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE THAT

DRAINS INTO AN APPROVED SEDIMENT TRAP BMP.

18. CONTRACTOR SHALL INSTALL A TEMPORARY SEDIMENT BASIN FOR ANY ONSITE DRAINAGE AREAS THAT ARE GREATER THAN 10 ACRES, PER TCEQ AND CITY STANDARDS.

IF NO ENGINEERING DESIGN HAS BEEN PROVIDED FOR A SEDIMENTATION BASIN ON THESE PLANS, THEN THE CONTRACTOR SHALL ARRANGE FOR AN APPROPRIATE DESIGN

19. ALL FINES IMPOSED FOR SEDIMENT OR DIRT DISCHARGED FROM THE SITE SHALL BE PAID BY AND ARE THE RESPONSIBILITY OF THE CONTRACTOR.

20. WHEN SEDIMENT OR DIRT HAS CLOGGED THE CONSTRUCTION ENTRANCE VOID SPACES BETWEEN STONES OR DIRT IS BEING TRACKED ONTO A ROADWAY, THE

AGGREGATE PAD MUST BE WASHED DOWN OR REPLACED. RUNOFF FROM THE WASH-DOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL SEDIMENTATION. PERIODIC RE-GRADING OR NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFECTIVENESS OF 21. TEMPORARY SEEDING OR OTHER APPROVED STABILIZATION SHALL BE INITIATED WITHIN 14 DAYS OF THE LAST DISTURBANCE OF ANY AREA, UNLESS ADDITIONAL 22. CONTRACTOR SHALL FOLLOW GOOD HOUSEKEEPING PRACTICES DURING CONSTRUCTION, ALWAYS CLEANING UP DIRT, LOOSE MATERIAL, AND TRASH AS CONSTRUCTION

23. UPON COMPLETION OF FINE GRADING, ALL SURFACES OF DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED. STABILIZATION IS ACHIEVED WHEN THE AREA IS EITHER COVERED BY PERMANENT IMPERVIOUS STRUCTURES, SUCH AS BUILDINGS, SIDEWALK, PAVEMENT, OR A UNIFORM PERENNIAL VEGETATIVE COVER.

24. AT THE CONCLUSION OF THE PROJECT, ALL INLETS, DRAIN PIPE, CHANNELS, DRAINAGEWAYS AND BORROW DITCHES AFFECTED BY THE CONSTRUCTION SHALL BE

# **GENERAL NOTES**

JUSTIN, TEXAS

FED BY THE PROJECT SHALL BE REMOVED AND DISPOSED IN ACCORDANCE WITH APPLICABLE REGULATIONS

TIMBERBROOK CROSSING, LLC TIMBERBROOK CROSSING PRELIMINARY

SHEET

GRADING NOTES      THE CONTRACTOR AND GRADING SUBCONTRACTOR SHALL VERIFY THE SUITABILITY OF EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS     BEFORE START OF CONSTRUCTION. THE CIVIL ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES	4. CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS SHOWN, INCLUDING THE HORIZONTAL AND VERTICAL LOCATION OF CURB INLETS AND GRATE ALL UTILITIES CROSSING THE STORM SEWER.
BEFORE START OF CONSTRUCTION. THE CIVIL ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.	5. FLOW LINE, TOP-OF-CURB, RIM, THROAT, AND GRATE ELEVATIONS OF PROPOSED INLETS SHALL BE VERIFIED WITH THE GRADING PLAN AND FIELD CONDITION THEIR INSTALLATION.
3. UNLESS OTHERWISE NOTED, PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN IN PAVED AREA REFLECT TOP OF PAVEMENT SURFACE. IN LOCATIONS ALONG A CURB LINE, ADD SIX INCHES (OR THE HEIGHT OF THE CURB) TO THE PAVING GRADE FOR TOP OF CURB ELEVATION.	6. ALL PUBLIC STORM SEWER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO CITY PUBLIC WORKS STANDARD DETAILS AND SPEC
4. PROPOSED SPOT ELEVATIONS AND CONTOURS OUTSIDE THE PAVEMENT ARE TO TOP OF FINISHED GRADE.	CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS. 7. ALL PRIVATE STORM SEWER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO THE APPLICABLE PLUMBING CODE. CONTRACTOR SHALL AR
5. PROPOSED CONTOURS ARE APPROXIMATE. PROPOSED SPOT ELEVATIONS AND DESIGNATED GRADIENT ARE TO BE USED IN CASE OF DISCREPANCY.	REQUIRED CITY INSPECTIONS.
6. ALL FINISHED GRADES SHALL TRANSITION UNIFORMLY BETWEEN THE FINISHED ELEVATIONS SHOWN.	a. RCP C-76, CLASS III b. ADS N-12
7. CONTOURS AND SPOT GRADES SHOWN ARE ELEVATIONS OF TOP OF THE FINISHED SURFACE. WHEN PERFORMING THE GRADING OPERATIONS, THE CONTRACTOR SHALL PROVIDE AN APPROPRIATE ELEVATION HOLD-DOWN ALLOWANCE FOR THE THICKNESS OF PAVEMENT, SIDEWALK, TOPSOIL, MULCH, STONE, LANDSCAPING, RIP-RAP AND ALL OTHER SURFACE MATERIALS THAT WILL CONTRIBUTE TO THE TOP OF FINISHED GRADE. FOR EXAMPLE, THE LIMITS OF EARTHWORK IN PAVED AREAS IS THE BOTTOM OF THE PAVEMENT SECTION.	C. HANCOR HI-Q d. CONTECH ALUMINIZED ULTRA FLOW
8. NO REPRESENTATIONS OF EARTHWORK QUANTITIES OR SITE BALANCE ARE MADE BY THESE PLANS. THE CONTRACTOR SHALL PROVIDE THEIR OWN EARTHWORK CALCULATION TO DETERMINE THEIR CONTRACT QUANTITIES AND COST. ANY SIGNIFICANT VARIANCE FROM A BALANCED SITE SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND CIVIL ENGINEER.	<ol> <li>ALL PVC TO RCP CONNECTIONS AND ALL STORM PIPE CONNECTIONS ENTERING STRUCTURES OR OTHER STORM PIPES SHALL HAVE A CONCRETE COLL GROUTED TO ASSURE THE CONNECTION IS WATERTIGHT.</li> <li>ALL PUBLIC STORM SEWER LINES SHALL BE MINIMUM CLASS III RCP. PRIVATE STORM SEWER LINES 18 INCHES AND GREATER SHALL BE CLASS III RCP.</li> </ol>
9. ALL GRADING AND EARTHWORK SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING SUBSEQUENT ADDENDA.	APPROVED MATERIAL. 11. WHERE COVER EXCEEDS 20 FEET OR IS LESS THAN 2 FEET, CLASS IV RCP SHALL BE USED.
10. ALL EXCAVATION IS UNCLASSIFIED AND SHALL INCLUDE ALL MATERIALS ENCOUNTERED. UNUSABLE EXCAVATED MATERIAL AND ALL WASTE RESULTING FROM SITE CLEARING AND GRUBBING SHALL BE REMOVED FROM THE SITE AND APPROPRIATELY DISPOSED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE.	12. IF CONTRACTOR PROPOSES TO USE HDPE OR PVC IN LIEU OF RCP FOR PRIVATE STORM SEWER, CONTRACTOR SHALL SUBMIT TECHNICAL DATA TO THE OWNER
11. EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF GRADING. REFERENCE EROSION CONTROL PLAN, DETAILS, GENERAL NOTES, AND SWPPP FOR ADDITIONAL INFORMATION AND REQUIREMENTS.	AND CITY ENGINEER/INSPECTOR FOR APPROVAL PRIOR TO ORDERING THE MATERIAL. ANY PROPOSED HDPE AND PVC SHALL BE WATERTIGHT.
12. BEFORE ANY EARTHWORK IS PERFORMED, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF THE PROJECT'S PROPERTY LINE AND SITE IMPROVEMENTS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.	14. EMBEDMENT FOR ALL STORM SEWER LINES, PUBLIC OR PRIVATE, SHALL BE PER CITY STANDARD DETAILS OR CITY SPECIFICATIONS.
13. CONTRACTOR TO DISPOSE OF ALL EXCESS EXCAVATION MATERIALS IN A MANNER THAT ADHERES TO LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS. THE	15. ALL WYE CONNECTIONS AND PIPE BENDS ARE TO BE PREFABRICATED AND INSTALLED PER MANUFACTURERS SPECIFICATIONS.
CONTRACTOR SHALL KEEP A RECORD OF WHERE EXCESS EXCAVATION WAS DISPOSED, ALONG WITH THE RECEIVING LANDOWNER'S APPROVAL TO DO SO.	<ol> <li>USE 4-FOOT JOINTS WITH BEVELED ENDS IF RADIUS OF STORM SEWER IS LESS THAN 100 FEET.</li> <li>CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND SUBMITTING A TRENCH SAFETY PLAN. PREPARED BY A PROFESSIONAL ENGINEER IN THE STATE OF TEX.</li> </ol>
ARCHITECTURE PLANS FOR SPECIFICATIONS AND REQUIREMENTS FOR TOPSOIL.	PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A TRENCH SAFETY PLAN, PREPARED BY A PROFESSIONAL ENGINEER IN THE STATE OF TEXT PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AN REQUIREMENTS, INCLUDING OSHA FOR ALL TRENCHES. NO OPEN TRENCHES SHALL BE ALLOWED OVERNIGHT WITHOUT PRIOR WRITTEN APPROVAL OF CIT OWNER.
OBSTRUCTIONS AT ALL TIMES.	18. THE CONTRACTOR SHALL KEEP TRENCHES FREE FROM WATER.
16. NO EARTHWORK FILL SHALL BE PLACED IN ANY EXISTING DRAINAGE WAY, SWALE, CHANNEL, DITCH, CREEK, OR FLOODPLAIN FOR ANY REASON OR ANY LENGTH OF TIME, UNLESS THESE PLANS SPECIFICALLY INDICATE THIS IS REQUIRED.	19. TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF CITY SPECIFICATIONS AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS
17. TEMPORARY CULVERTS MAY BE REQUIRED IN SOME LOCATIONS TO CONVEY RUN-OFF.	OF SUBGRADE TO A MINIMUM OF 95 PERCENT STANDARD PROCTOR DENSITY UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STAN SPECIFICATIONS.
<ol> <li>REFER TO DIMENSION CONTROL PLAN, AND PLAT FOR HORIZONTAL DIMENSIONS.</li> <li>THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND CONDITION FILL PER THE PROJECT GEOTECHNICAL ENGINEER'S SPECIFICATIONS. THE</li> </ol>	20. ALL CONCRETE FOR INLETS AND DRAINAGE STRUCTURES SHALL CONFORM TO CITY SPECIFICATIONS UNLESS OTHERWISE SHOWN ON THESE PLANS OR STA STANDARD SPECIFICATIONS.
FILL MATERIAL TO BE USED SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT. 20. CONTRACTOR IS RESPONSIBLE FOR ALL SOILS TESTING AND CERTIFICATION. UNLESS SPECIFIED OTHERWISE BY OWNER. ALL SOILS TESTING SHALL BE COORDINATED	21. CRUSHED STONE BEDDING OR APPROVED EQUAL SHALL BE PROVIDED BY THE CONTRACTOR WHEN ROCK IS ENCOUNTERED IN TRENCHES. THERE SH ADDITIONAL PAY ITEM FOR CRUSHED STONE BEDDING.
WITH THE APPROPRIATE CITY INSPECTOR AND SHALL COMPLY WITH CITY STANDARD SPECIFICATIONS AND THE GEOTECHNICAL REPORT. SOILS TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING SOILS. THE OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR SOILS TESTING.	
21. ALL COPIES OF SOILS TEST RESULTS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT DIRECTLY FROM THE TESTING AGENCY.	1. ALL WATER AND WASTEWATER MATERIALS AND CONSTRUCTION SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATION SPECIFICATIONS.
22. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE SOILS, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.	2. CONTRACTOR SHALL FIELD VERIFY THE SIZE, CONDITION, HORIZONTAL, AND VERTICAL LOCATIONS OF ALL EXISTING WATER AND WASTEWATER FACILITIES THA CONNECTED TO, PRIOR TO START OF CONSTRUCTION OF ANY WATER OR WASTEWATER CONSTRUCTION, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREF
23. THE SCOPE OF WORK FOR CIVIL IMPROVEMENT SHOWN ON THESE PLANS TERMINATES FIVE FEET FROM THE BUILDING. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT AND STRUCTURAL PLANS AND SPECIFICATIONS FILL, CONDITIONING, AND PREPARATION IN THE BUILDING PAD.	CONFLICTS DISCOVERED.
24. DUE TO THE POTENTIAL FOR DIFFERENTIAL SOIL MOVEMENT ADJACENT TO THE BUILDING, THE CONTRACTOR SHALL ADHERE TO GEOTECHNICAL REPORT'S RECOMMENDATION FOR SUBGRADE PREPARATION SPECIFIC TO FLATWORK ADJACENT TO THE PROPOSED BUILDING. THE OWNER AND CONTRACTOR ARE ADVISED TO OBTAIN A GEOTECHNICAL ENGINEER RECOMMENDATION SPECIFIC TO FLATWORK ADJACENT TO THE BUILDING, IF NONE IS CURRENTLY EXISTING.	BUILDING. 4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATION OF ALL UTILITY CROSSINGS PRIOR TO THE INSTALLATION OF ANY PIPE.
25. CONTRACTOR SHALL ENSURE THAT SUFFICIENT POSITIVE SLOPE AWAY FROM THE BUILDING PAD IS ACHIEVED FOR ENTIRE PERIMETER OF THE PROPOSED BUILDING(S) DURING GRADING OPERATIONS AND IN THE FINAL CONDITION. IF THE CONTRACTOR DETERMINES THIS WILL NOT BE ACHIEVED, THE CONTRACTOR SHALL CONTACT THE ENGINEER TO REVIEW THE SITUATION.	5. THE SITE UTILITY CONTRACTOR SHALL PROVIDE ALL MATERIALS AND APPURTENANCES NECESSARY FOR COMPLETE INSTALLATION OF THE WATER AND WA IMPROVEMENTS.
26. THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. CONTRACTOR SHALL CONTROL DUST BY SPRINKLING WATER, OR BY OTHER MEANS APPROVED BY CITY, AT NO ADDITIONAL COST TO THE OWNER.	6. ALL PUBLIC WATER AND WASTEWATER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO CITY PUBLIC WORKS STANDARD DE SPECIFICATIONS. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
27. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES FOR ANY REQUIRED UTILITY ADJUSTMENTS AND/OR RELOCATIONS NEEDED FOR GRADING OPERATIONS AND TO ACCOMMODATE PROPOSED GRADE, INCLUDING THE UNKNOWN UTILITIES NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL REFER TO THE GENERAL NOTES "OVERALL" SECTION THESE PLANS FOR ADDITIONAL INFORMATION.	<ol> <li>ALL PRIVATE WATER AND WASTEWATER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO THE APPLICABLE PLUMBING CODE. CONTRAC ARRANGE FOR REQUIRED CITY INSPECTIONS.</li> <li>FIRE SPRINKLER LINES SHALL BE DESIGNED AND INSTALLED BY A LICENSED FIRE SPRINKLER CONTRACTOR AND COMPLY TO THE AF</li> </ol>
28. EXISTING TREE LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. CONTRACTOR SHALL REPORT TO THE ENGINEER ANY DISCREPANCIES FOUND IN THE FIELD THAT AFFECT THE GRADING PLAN.	CODES AND INSPECTIONS REQUIRED. THESE PLANS WERE PREPARED WITHOUT THE BENEFIT OF THE FIRE SPRINKLER DESIGN. CON SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES.
29. CONTRACTOR SHALL FIELD VERIFY ALL PROTECTED TREE LOCATIONS, INDIVIDUAL PROTECTED TREE CRITICAL ROOT ZONES, AND PROPOSED SITE GRADING, AND NOTIFY THE ENGINEER AND LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH THE TREE PRESERVATION PLAN BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING THE WORK.	9. EMBEDMENT FOR ALL WATER AND WASTEWATER LINES, PUBLIC OR PRIVATE, SHALL BE PER CITY STANDARD DETAILS SPECIFICATIONS.
30. CONTRACTOR SHALL REFER TO THE LANDSCAPING FOR ALL INFORMATION AND DETAILS REGARDING EXISTING TREES TO BE REMOVED AND PRESERVED.	10. CONTRACTOR SHALL TAKE REQUIRED SANITARY PRECAUTIONS, FOLLOWING ANY CITY, TCEQ, AND AWWA STANDARDS, TO KEEP WA AND FITTINGS CLEAN AND CAPPED AT TIMES WHEN INSTALLATION IS NOT IN PROGRESS.
31. NO TREE SHALL BE REMOVED OR DAMAGED WITHOUT PRIOR AUTHORIZATION OF THE OWNER OR OWNER'S REPRESENTATIVE. EXISTING TREES SHALL BE PRESERVED WHENEVER POSSIBLE AND GRADING IMPACT TO THEM HELD TO A MINIMUM.	11. CONTRACTOR SHALL PROVIDE CONSTRUCTION SURVEYING FOR ALL WATER AND WASTEWATER LINES.
32. AFTER PLACEMENT OF SUBGRADE AND PRIOR TO PLACEMENT OF PAVEMENT, CONTRACTOR SHALL TEST AND OBSERVE PAVEMENT AREAS FOR EVIDENCE OF PONDING AND INADEQUATE SLOPE FOR DRAINAGE. ALL AREAS SHALL ADEQUATELY DRAIN TOWARDS THE INTENDED STRUCTURE TO CONVEY STORMWATER RUNOFF. CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER AND ENGINEER IF ANY AREAS OF POOR DRAINAGE ARE DISCOVERED.	12. ALL WATER AND WASTEWATER SERVICES SHALL TERMINATE FIVE FEET OUTSIDE THE BUILDING, UNLESS NOTED OTHERWISE.
33. CONTRACTOR FIELD ADJUSTMENT OF PROPOSED SPOT GRADES IS ALLOWED, IF THE APPROVAL OF THE ENGINEER IS OBTAINED.	NOTICE THAT IS REQUIRED AND SHALL COORDINATE DIRECTLY WITH THE APPROPRIATE CITY DEPARTMENT.
34. UNLESS NOTED, ALL FILL IS TO BE COMPACTED TO A MINIMUM OF 95 PERCENT STANDARD PROCTOR DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT. FILL TO BE PLACED IN MAXIMUM LIFTS OF SIX INCHES.	14. CONTRACTOR SHALL SEQUENCE WATER AND WASTEWATER CONSTRUCTION TO AVOID INTERRUPTION OF SERVICE TO SURF PROPERTIES.
35. SIDEWALKS AND ACCESSIBLE ROUTES SHALL HAVE A RUNNING SLOPE NO GREATER THAN 5 PERCENT (UNLESS OTHERWISE NOTED) AND A CROSS SLOPE NO GREATER THAN 2 PERCENT.	15. CONTRACTOR SHALL MAINTAIN WATER SERVICE AND WASTEWATER SERVICE TO ALL CUSTOMERS THROUGHOUT CONSTRU NECESSARY, BY USE OF TEMPORARY METHODS APPROVED BY CITY AND OWNER). THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO PROJECT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
36. GRADING OF ALL HANDICAPPED SPACES AND ROUTES TO CONFORM TO FEDERAL, STATE, AND LOCAL GUIDELINES.	16. THE CONTRACTOR IS RESPONSIBLE TO PROTECT ALL WATER AND WASTEWATER LINES CROSSING THE PROJECT. THE CONTRACT
RETAINING WALLS SHOWN ARE FOR SITE GRADING PURPOSES ONLY AND ONLY INCLUDE LOCATION AND SURFACE SPOT ELEVATIONS AT THE TOP AND BOTTOM OF THE WALL. BOTTOM OF WALL REFERS TO FINISHED GRADE AT THE FACE OF WALL.	REPAIR ALL DAMAGED LINES IMMEDIATELY. ALL REPAIRS OF EXISTING WATER MAINS, WATER SERVICES, SEWER MAINS, AND SANITAF SERVICES ARE SUBSIDIARY TO THE WORK, AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
2. RETAINING WALL TYPE OR SYSTEM SHALL BE SELECTED BY THE OWNER.	17. VALVE ADJUSTMENTS SHALL BE CONSTRUCTED SUCH THAT THE COVERS ARE AT FINISHED SURFACE GRADE OF THE PROPOSED PAVI
3. RETAINING WALL DESIGN SHALL BE PROVIDED BY OTHERS AND SHALL FIT IN THE WALL ZONE OR LOCATION SHOWN ON THESE PLANS. STRUCTURAL DESIGN AND PERMITTING OF RETAINING WALLS, RAILINGS, AND OTHER WALL SAFETY DEVICES SHALL BE PERFORMED BY A LICENSED ENGINEER AND ARE NOT PART OF THIS PLAN SET.	18. THE ENDS OF ALL EXISTING WATER MAINS THAT ARE CUT, BUT NOT REMOVED, SHALL BE PLUGGED AND ABANDONED IN PLACE. TH SHALL BE CONSIDERED AS A SUBSIDIARY COST TO THE PROJECT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
4. RETAINING WALL DESIGN SHALL MEET THE INTENT OF THE GRADING PLAN AND SHALL ACCOUNT FOR ANY INFLUENCE ON ADJACENT BUILDING FOUNDATIONS, UTILITIES, PROPERTY LINES AND OTHER CONSTRUCTABILITY NOTES.	19. ALL FIRE HYDRANTS, VALVES, TEES, BENDS, WYES, REDUCERS, FITTINGS, AND ENDS SHALL BE MECHANICALLY RESTRAINED AND/OI BLOCKED TO CITY STANDARDS.
5. RETAINING WALL ENGINEER SHALL CONSULT THESE PLANS AND THE GEOTECHNICAL REPORT FOR POTENTIAL CONFLICTS.	20. CONTRACTOR SHALL INSTALL A FULL SEGMENT OF WATER OR WASTEWATER PIPE CENTERED AT ALL UTILITY CROSSINGS SO THAT TH ARE GREATER THAN NINE FEET FROM THE CROSSING.
DRAINAGE NOTES         1. ALL STORM SEWER MATERIALS AND CONSTRUCTION SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.	21. ALL CROSSINGS AND LOCATIONS WHERE WASTEWATER IS LESS THAN NINE FEET FROM WATER, WASTEWATER CONSTRUCT
2. THE SITE UTILITY CONTRACTOR SHALL PROVIDE ALL MATERIALS AND APPURTENANCES NECESSARY FOR COMPLETE INSTALLATION OF THE STORM SEWER.	MATERIALS SHALL COMPLY WITH TCEQ CHAPTER 217.53.
3. CONTRACTOR SHALL FIELD VERIFY THE SIZE, CONDITION, HORIZONTAL, AND VERTICAL LOCATIONS OF ALL EXISTING STORM SEWER FACILITIES THAT ARE TO BE CONNECTED TO, PRIOR TO START OF CONSTRUCTION OF ANY STORM SEWER. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED.	
DATE BY CKD APPR COMMENT	
	PRELIMINARY DRAWN BY JHB
	PRELIMINARY     JHB       FOR REVIEW ONLY     DESIGN REVIEW       Not for construction or permit purposes.     JHB
Image: Second	PRELIMINARY     JHB       FOR REVIEW ONLY     DESIGN REVIEW       Not for construction or permit nurposes     DESIGN REVIEW

TECH)

#### **=** UTILITY NOTES **====**

FOR REVIEW ONLY Not for construction or permit purposes.	PRELIMINARY DESIGN REVIEW PERMIT SUBMITTAL	DRAWN BY JHB DESIGNED BY JHB CHECKED BY CMM	Sambatek.com
Engineer <u>CONNOR MURRELL, P.E.</u> P.E. No. <u>143486</u> Date <u>04/25/2023</u>	CONSTRUCTION DOCUMENTS	PROJECT NO. 51315	Engineering   Surveying   Planning   Environmental TEXAS BPELS REG. F-19014   SURVEY REG. 10194760

22. ALL CROSSING AND LOCATIONS WHERE WATER IS LESS THAN NINE FEET FROM WASTEWATER, WATER CONSTRUCTION AND MATERIALS SHALL COMPLY WITH TCEQ CHAPTER 290.44.

23. ALL WATER AND WASTEWATER SHALL BE TESTED IN ACCORDANCE WITH CITY, AWWA, AND TCEQ STANDARDS AND SPECIFICATIONS. AT A MINIMUM, THIS SHALL CONSIST OF THE FOLLOWING:

a. ALL WATERLINES SHALL BE HYDROSTATICALLY TESTED AND CHLORINATED BEFORE BEING PLACED INTO SERVICE. CONTRACTOR SHALL COORDINATE WITH CITY FOR THEIR REQUIRED PROCEDURES AND SHALL ALSO COMPLY WITH TCEQ REGULATIONS.

b. WASTEWATER LINES AND MANHOLES SHALL BE PRESSURE TESTED. CONTRACTOR SHALL COORDINATE WITH CITY FOR THEIR REQUIRED PROCEDURES AND SHALL ALSO COMPLY WITH TCEQ REGULATIONS. AFTER COMPLETION OF THESE TESTS, A TELEVISION INSPECTION SHALL BE PERFORMED AND PROVIDED TO CITY AND OWNER ON A DVD.

24. CONTRACTOR SHALL INSTALL DETECTABLE WIRING OR MARKING TAPE A MINIMUM OF 12 INCHES ABOVE WATER AND WASTEWATER LINES. MARKER DECALS SHALL BE LABELED "CAUTION - WATER LINE", OR "CAUTION - SEWER LINE". DETECTABLE WIRING AND MARKING TAPE SHALL COMPLY WITH CITY STANDARDS AND SHALL BE INCLUDED IN THE COST OF THE WATER AND WASTEWATER PIPE.

25. DUCTILE IRON PIPE SHALL BE PROTECTED FROM CORROSION BY A LOW-DENSITY POLYETHYLENE LINER WRAP THAT IS AT LEAST A SINGLE LAYER OF 8-MIL. ALL DUCTILE IRON JOINTS SHALL BE BONDED.

26. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 48 INCHES BELOW IMPROVED FINISHED GRADE, UNLESS OTHERWISE NOTED.

27. CONTRACTOR SHALL PROVIDE CLEAN-OUTS FOR PRIVATE SANITARY SEWER LINES AT ALL CHANGES IN DIRECTION AND 100-FOOT INTERVALS, OR AS REQUIRED BY THE APPLICABLE PLUMBING CODE. CLEANOUTS REQUIRED IN PAVEMENT OR SIDEWALKS SHALL HAVE CAST IRON COVERS FLUSH WITH FINISHED GRADE.

28. CONTRACTOR SHALL PROVIDE BACKWATER VALVES FOR PLUMBING FIXTURES AS REQUIRED BY THE APPLICABLE PLUMBING CODE (E.G. FLOOR ELEVATION OF FIXTURE UNIT IS BELOW THE ELEVATION OF THE MANHOLE COVER OF THE NEXT UPSTREAM MANHOLE IN THE PUBLIC SEWER). CONTRACTOR SHALL REVIEW BOTH MEP AND CIVIL PLANS TO CONFIRM WHERE THESE ARE REQUIRED.

29. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND SUBMITTING A TRENCH SAFETY PLAN, PREPARED BY A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, TO CITY PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AND FEDERAL REQUIREMENTS, INCLUDING OSHA FOR ALL TRENCHES. NO OPEN TRENCHES SHALL BE ALLOWED OVERNIGHT WITHOUT PRIOR WRITTEN APPROVAL OF CITY.

30. THE CONTRACTOR SHALL KEEP TRENCHES FREE FROM WATER.

31. WATER PIPE, MATERIAL AND FITTINGS:

TYPE (K) COPPER. ii. PVC PRESSURE PIPE GREATER THAN 4 INCHES AND UP TO 12 INCHES IN DIAMETER SHALL CONFORM TO AWWA C900 CLASS 305, DR 14.

b. PIPE SHALL BE FURNISHED IN DUCTILE IRON EQUIVALENTS.

c. MARKING TAPE SHALL BE APPLIED IN DITCH ONE FOOT ABOVE PIPE. d. MEGALUG PIPE RESTRAINTS SHALL BE USED WITH THRUST BLOCKS.

32. FIRE HYDRANTS SHALL BE PAINTED FIRE ENGINE RED OR PER CITY STANDARD SPECIFICATIONS. FIRE HYDRANTS, FITTINGS AND DETAILS SHALL HAVE CATHODIC PROTECTION.

33. ALL VALVES SHALL BE MARKED ON CURB WITH A "V" PAINTED IN BLUE.

34. FIRE PROTECTION SERVICES SHALL BE PVC C900, DR 14, CLASS 305 AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE FIRE PROTECTION PLANS TO BE PREPARED BY A LICENSED FIRE PROTECTION CONTRACTOR.

35. SANITARY SEWER PIPE SHALL BE PVC SDR-26 ASTM 3034, HEAVY WALL GREEN IN COLOR, UNLESS OTHERWISE NOTED. SCHEDULE 35 IS NOT ALLOWED. MARKING TAPE SHALL BE APPLIED IN DITCH ONE FOOT ABOVE PIPE.

36. PRIOR TO TESTING, ALL SANITARY LINES MUST BE INSPECTED TO CITY STANDARD SPECIFICATIONS WITH A VIDEO SYSTEM AND A COPY OF THE TAPE SUBMITTED TO CITY FOR APPROVAL. AFTER APPROVAL OF THE TAPE,

37. DESIGNER CONTRACTOR TO FOLLOW TCEQ CHAPTER 217 DESIGN CRITERIA FOR DOMESTIC WASTEWATER SYSTEMS- SUBCHAPTER C: CONVENTIONAL COLLECTION SYSTEMS.

DISCREPANCIES.

39. CONTRACTOR SHALL TIE A 1-INCH WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF SEWER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING EXPOSED AFTER BACKFILL, AFTER CURB AND PAVING IS COMPLETED, CONTRACTOR SHALL MARK THE LOCATION OF THE SEWER SERVICE ON THE CURB OR ALLEY IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.

40. ALL SANITARY SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS, AND PLUMBING CODE REQUIREMENTS.

41. CONTRACTOR SHALL BE RESPONSIBLE FOR CHLORINATION AND OBTAINING BACTERIOLOGICAL WATER SAMPLES FOR FIRE AND POTABLE WATER LINES PER TCEQ STDS. COPY OF FINAL RESULTS SHALL BE SUBMITTED TO CITY.

42. THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE METER BOX SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AFTER THE PAVING CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE BACK OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TIED TO PROPERTY CORNERS ON THE "RECORD DRAWINGS."

43. ALL METER BOXES SHALL BE LOCATED IN NON-TRAFFIC AREAS.

44. TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF CITY OR CITY AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF SUBGRADE TO A MINIMUM OF 95 PERCENT STANDARD PROCTOR DENSITY IN ACCORDANCE WITH CITY UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.

SPECIFICATIONS.

46. VALVE BOXES SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED. THE UTILITY CONTRACTOR SHALL POUR A 24-INCH X 24-INCH X 6-INCH CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GRADE, IF REQUIRED BY CITY.

47. CONTRACTOR SHALL RECONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION.

48. IF REQUIRED DUE TO CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE.

49. WATER VALVE EXTENSIONS SHALL BE INSTALLED ONE FOOT BELOW GRADE.

50. WATER LEAK AND DISINFECTION TESTS FOR WATER SHALL BE DONE PER TCEQ REQUIREMENTS.

51. CITY INSPECTOR MUST BE PRESENT FOR ALL TESTS AND CONNECTIONS TO EXISTING UILITIES.

a. POTABLE WATER LINES SHALL CONFORM TO THE FOLLOWING MATERIAL REQUIREMENTS UNLESS OTHERWISE NOTED: i. FOR BUILDING SUPPLY - PVC PRESSURE PIPE 1 TO 3 INCHES IN DIAMETER SHALL CONFORM TO ASTM D 1785, OR ASTM 2737, AWWA C-901 AND

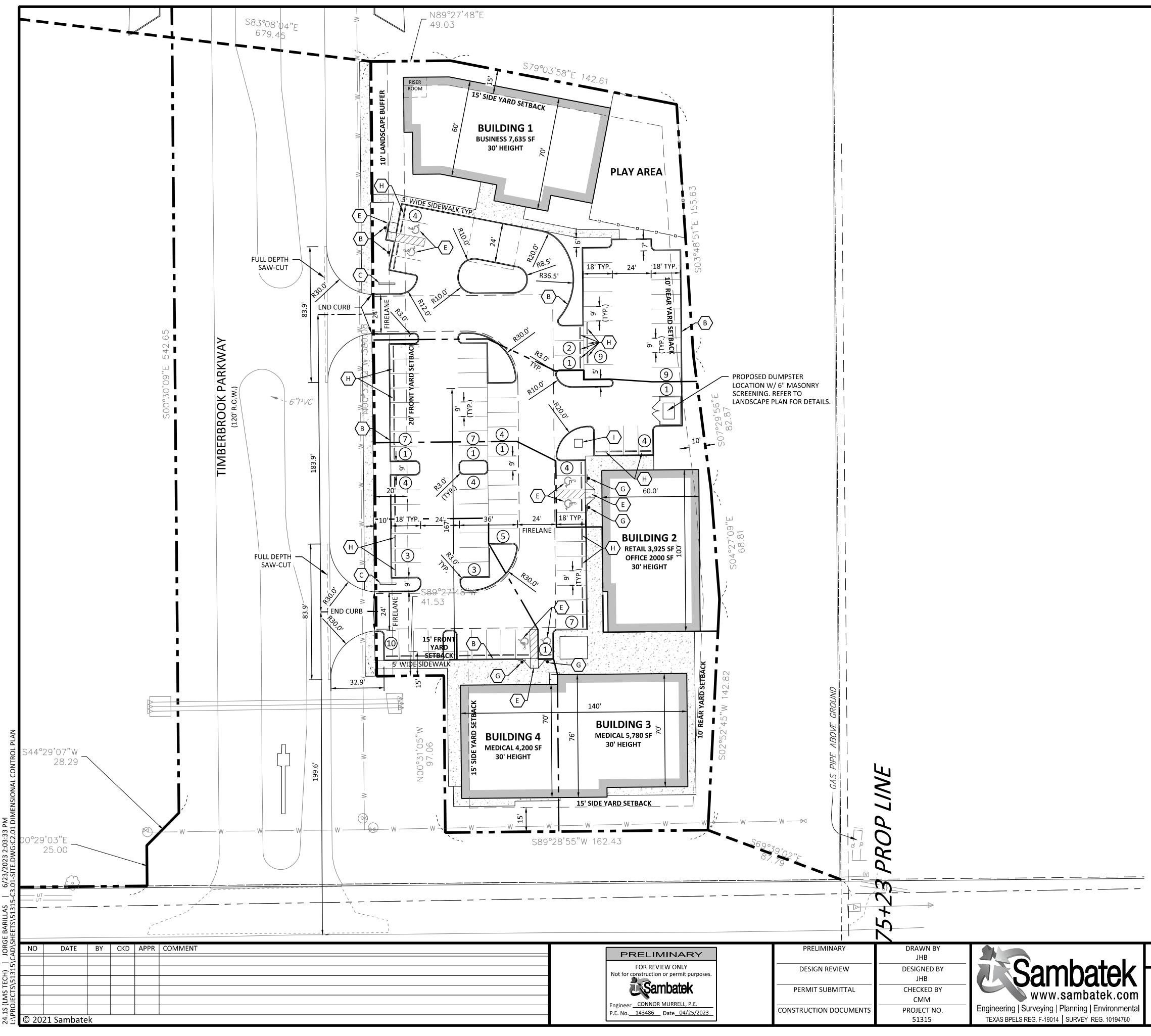
38. CONTRACTOR TO VERIFY ALL EXISTING SEWER FLOW LINES BEFORE BEGINNING CONSTRUCTION, AND NOTIFY ENGINEER OF ANY

45. EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF CITY UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY

**GENERAL NOTES 2** 

TIMBERBROOK CROSSING, LLC TIMBERBROOK CROSSING PRELIMINARY JUSTIN, TEXAS

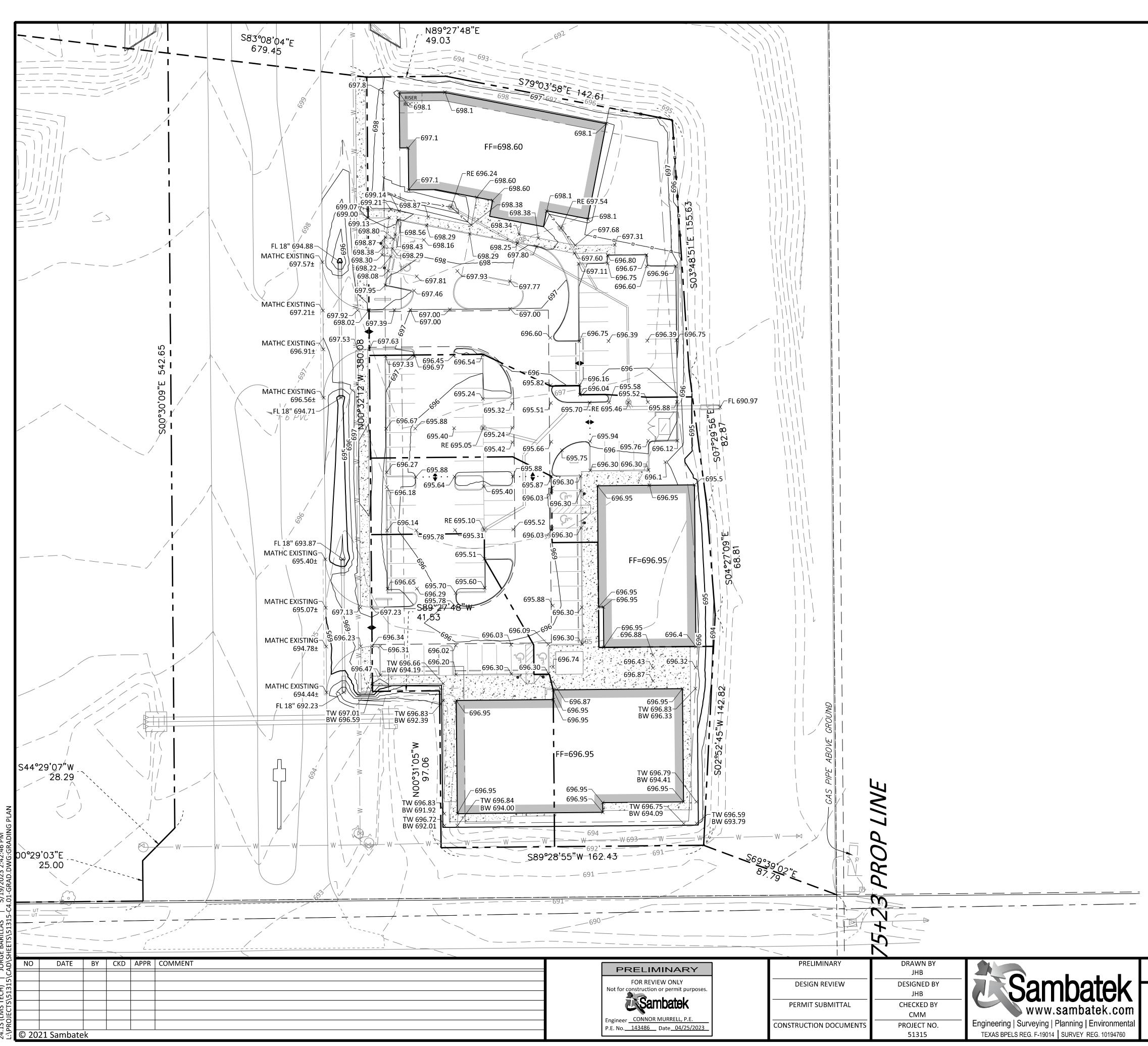
SHEET



© (##)	EXISTING	SAW CUT LINE FIRE LANE		TANDARD DUTY SPHALT PAVING EAVY DUTY SPHALT PAVING ONCRETE AVING ONCRETE SIDEWALK AVEMENT BY OTHERS EE ARCHITECTURAL PLANS)			
	ENT SUMMAR	Y		COMMERCIAL			
AREA GROSS SITE AREA NET SITE AREA		69 SF  2.07 AC 69 SF  2.07 AC	SETBACKS FRONT YARD REAR YARD SIDE YARD	20 FT 10 FT 15 FT			
LOT SUMMARY LOT 1 SIZE LOT 1 FLOOR AREA LOT 1 COVERAGE ARE	7,6 EA	11 SF 0.33 AC 35 SF 0.18 AC 54.54%	ZONING EXISTING ZONING PROPOSED ZONIN				
LOT 2 SIZE LOT 2 FLOOR AREA LOT 2 COVERAGE ARE LOT 3 SIZE	5,9 EA 20,3	53 SF 0.50 AC 25 SF 0.14 AC 28.0% 26 SF 0.47 AC					
LOT 3 FLOOR AREA LOT 3 COVERAGE ARE LOT 4 SIZE LOT 4 FLOOR AREA	5,7 EA 33,3	80 SF 0.13 AC 27.65% 79 SF 0.77 AC 00 SF 0.10AC					
LOT 4 COVERAGE ARE	ĒA	13.0%					
		G COUNT CA					
	MEDICAL RETAIL		4/1000 SF 5/1000 SF				
	BUSINESS		3/1000 SF				
	BUILDING 1 (BUSI		7,635 SF				
	TOTAL PARKING		25				
	BUILDING 2 (RETA BUILDING 2 (OFFI	-	3,925 SF 2,000 SF				
	BUILDING 2 (TOT	•	5,925 SF				
	TOTAL PARKING F		26				
	TOTAL PARKING F	PROVIDED	26				
	BUILDING 3 (MED	ICAL)	5,780 SF				
	TOTAL PARKING F		23				
	TOTAL PARKING F	YROVIDED	23				
	BUILDING 4 (MED	ICAL)	4,200 SF				
	TOTAL PARKING F		17				
	TOTAL PARKING F		17				
	TOTAL PARKING		91				
	TOTAL PARKING F	PROVIDED	91				
KEY NOTES							
	OOPS, STAIRS (SEE ARC	CHITECTURAL PLAN	S)				
	RB AND GUTTER						
C. MONUMENT S							
D. CONCRETE SID							
E. ACCESSIBLE RAMP F. ACCESSIBLE STALL STRIPING							
G. ACCESSIBLE PARKING SIGN+							
H. CONCRETE CU							
I. TRANSFORME				NORTH			
NOTE:				0 30 60			
1. SIGNAGE SHALL	BE PERMITTED SEPAR	ATELY.		SCALE IN FEET			
DIMEN	SIONAL CON	ITROL PLA	N	SHEET			
	BERBROOK CRO						
	BERBROOK CKO	-		C2.01			

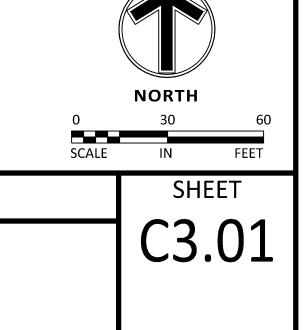
PRELIMINARY

JUSTIN, TEXAS

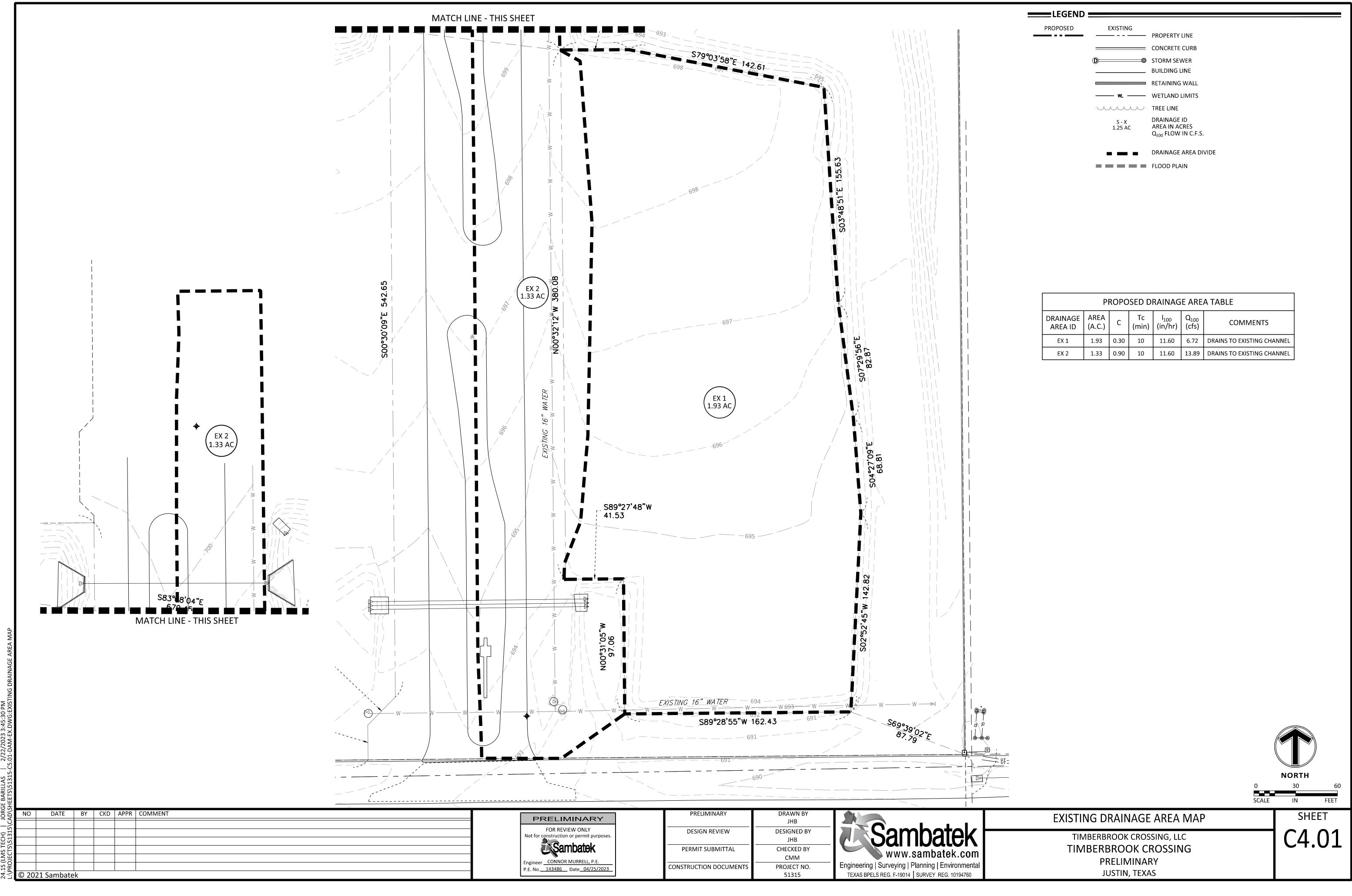


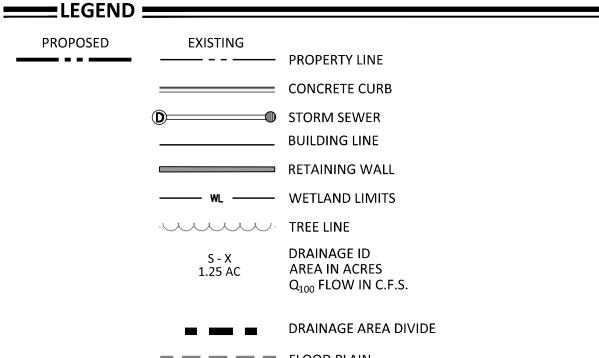
LEGEND :				
PROPOSED	EXISTING	PROPERTY LINE		
		CONCRETE CURB		STANDARD DUTY ASPHALT PAVING
0	<b>D</b>	STORM SEWER		HEAVY DUTY
\$\$\$ \$\$\$	<b>&gt;&gt;&gt; &gt;&gt;&gt;</b>	DRAINTILE		ASPHALT PAVING
<u></u>		BUILDING LINE		CONCRETE PAVING
		RETAINING WALL	- 4 - 4 - 4 - 4	CONCRETE SIDEWALK
	wL	WETLAND LIMITS		CONCRETE SIDE WALK
	800.	TREE LINE		PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)
	800 x	SPOT ELEVATIONS		
****		RIPRAP		
COF 902.5		OVERFLOW ELEV.		
	st # 9999.9	SOIL BORING		





# **GRADING PLAN**

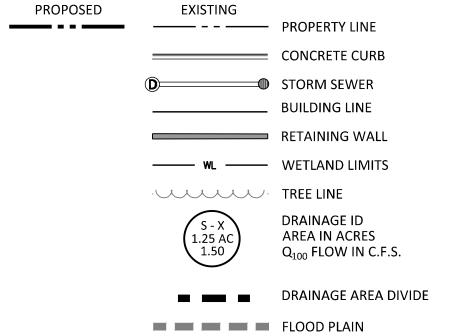




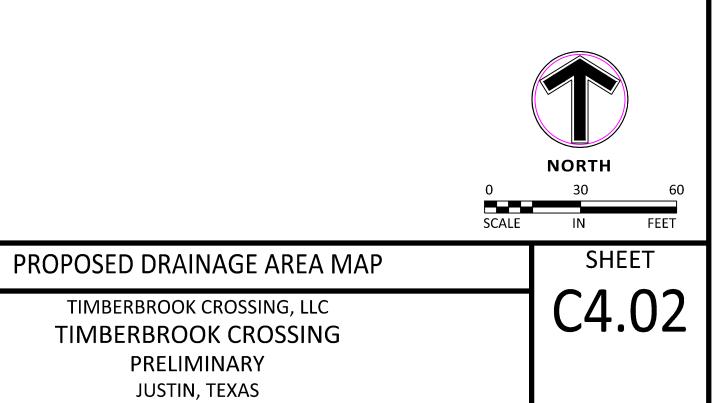
	PROPOSED DRAINAGE AREA TABLE										
DRAINAGE AREA ID	AREA (A.C.)	С	Tc (min)	l <sub>100</sub> (in/hr)	Q <sub>100</sub> (cfs)	COMMENTS					
EX 1	. 1.93		10	11.60	6.72	DRAINS TO EXISTING CHANNEL					
EX 2	1.33	0.90	10	11.60	13.89	DRAINS TO EXISTING CHANNEL					

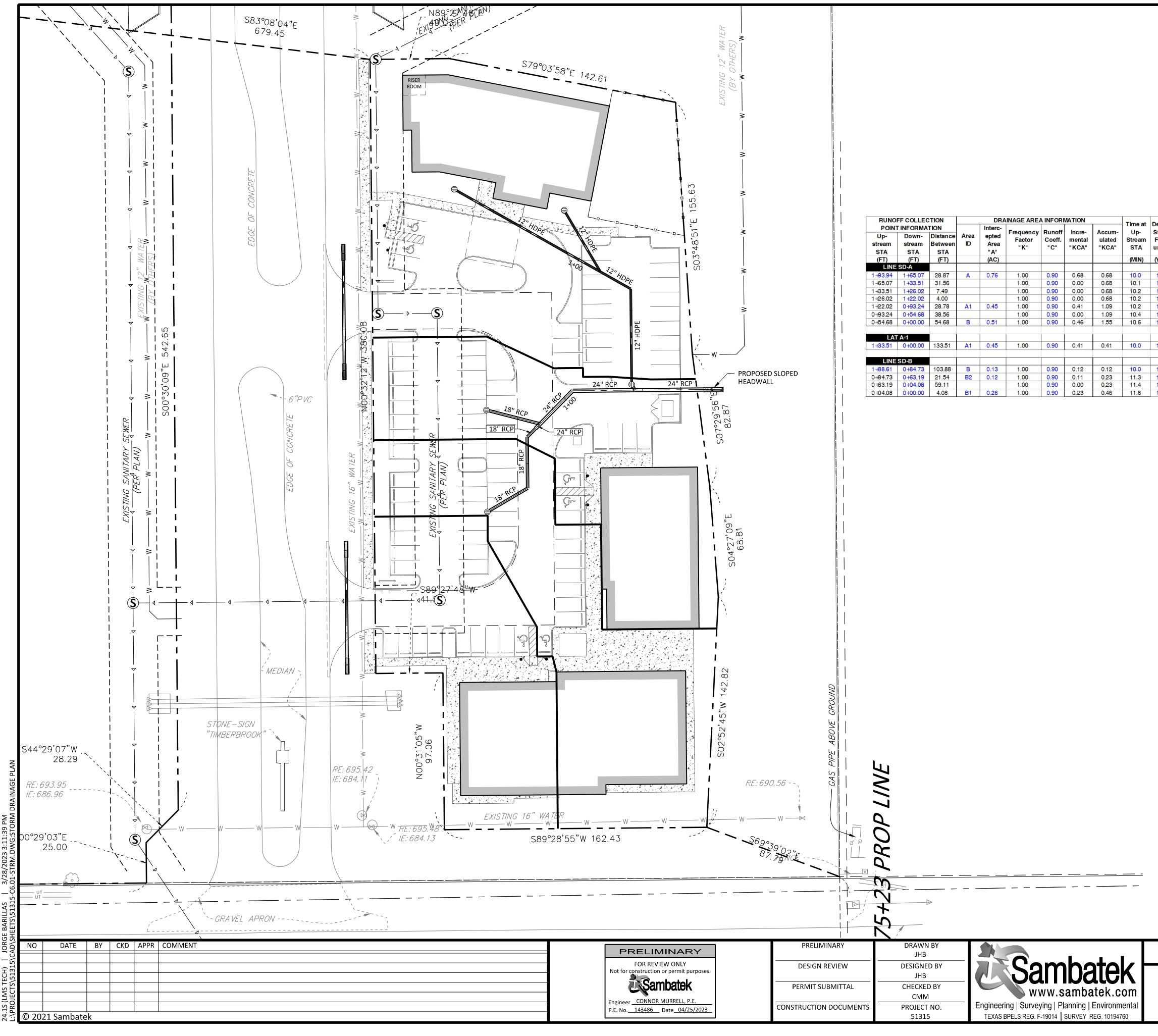


PROPOSED



F	PROPOSED DRAINAGE AREA TABLE										
DRAINAGE AREA ID	AREA (A.C.)	С	Tc (min)	l <sub>100</sub> (in/hr)	Q <sub>100</sub> (cfs)	COMMENTS					
А	0.76	0.90	10	11.60	7.93						
A1	0.45	0.90	10	11.60	4.70						
В	0.13	0.90	10	11.60	1.36						
B1	0.26	0.90	10	11.60	2.71						
B2	0.12	0.90	10	11.60	1.25						
DA 1	0.31	0.90	10	11.60	3.24						

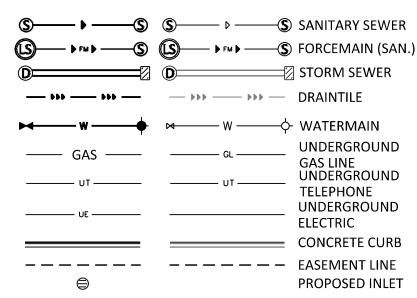




### LEGEND

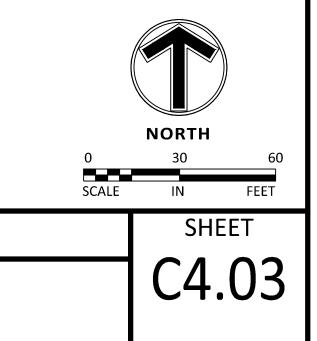
PROPOSED

EXISTING

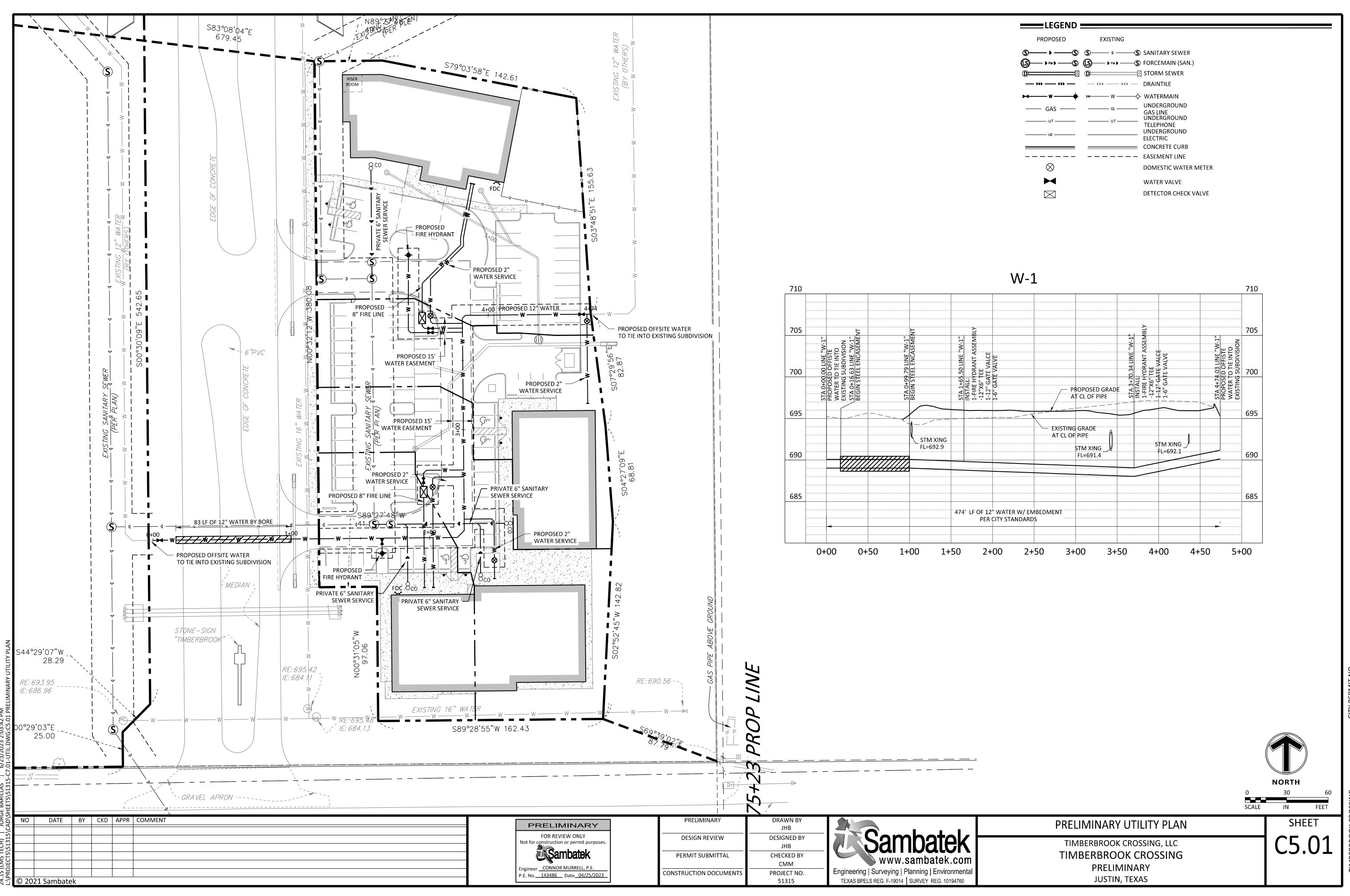


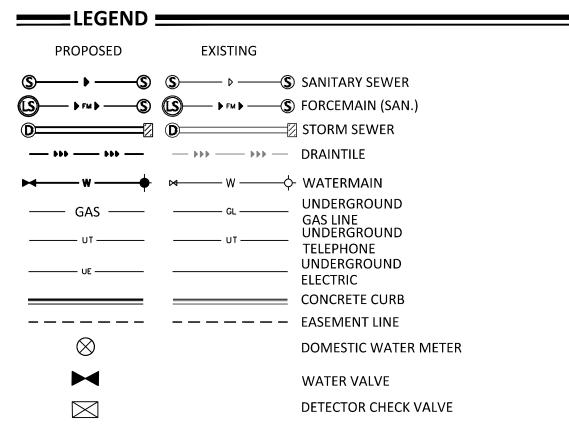
Design	Rainfall	Storm	Hydra-ulic	No. of	RCP	R	СВ	Volgeity	Head Loss	Velocity Head Loss	Flow Time	Flow Time at	HYDR. GRAD	AULIC
Storm Freq- unecy	Intensity "I"	Water Runoff "Q"	Grade Slope "S"	No. of Barrels	Pipe Dia.	Box Span	Box Rise	Velocity "V"	Coeffi- cient	at Up- stream	Betwee n	Down- stream	ELEVA Up-	TIONS Down-
-						1.2			"Kj"	STA	STA	STA	stream	stream
(YRS)	(IN/HR)	(CFS)	(FT/FT)	(EA)	(IN)	(IN)	(FT)	(FPS)		(FT)	(MIN)	(MIN)	(FT)	(FT)
														694.52
100	9.20	6.3	0.0036	1	18	0	0	3.6	1.25	0.25	0.1	10.1	694.27	694.17
100	9.20	6.3	0.0036	1	18	0	0	3.6	0.20	0.04	0.1	10.2	694.13	694.02
100	9.20	6.3	0.0036	1	18	0	0	3.6	0.10	0.02	0.0	10.2	694.00	693.97
100	9.20	6.3	0.0008	1	24	0	0	2.0	0.20	0.01	0.0	10.2	693.96	693.95
100	9.20	10.0	0.0020	1	24	0	0	3.2	N/A	0.06	0.2	10.4	693.90	693.84
100	9.20	10.0	0.0020	1	24	0	0	3.2	0.20	0.03	0.2	10.6	693.81	693.73
100	9.20	14.2	0.0040	1	24	0	0	4.5	N/A	0.11	0.2	10.8	693.62	693.40
														694.15
100	9.20	3.7	0.0013	1	18	0	0	2.1	1.25	0.09	1.1	11.1	694.07	693.90
														694.20
100	9.20	1.1	0.0009	1	12	0	0	1.4	1.25	0.04	1.3	11.3	694.16	694.07
100	8.89	2.0	0.0032	1	12	0	0	2.5	N/A	0.06	0.1	11.4	694.01	693.94
100	8.89	2.0	0.0032	1	12	0	0	2.5	0.20	0.02	0.4	11.8	693.92	693.73
100	8.89	4.1	0.0015	1	18	0	0	2.3	1.25	0.10	0.0	11.8	693.63	693.62

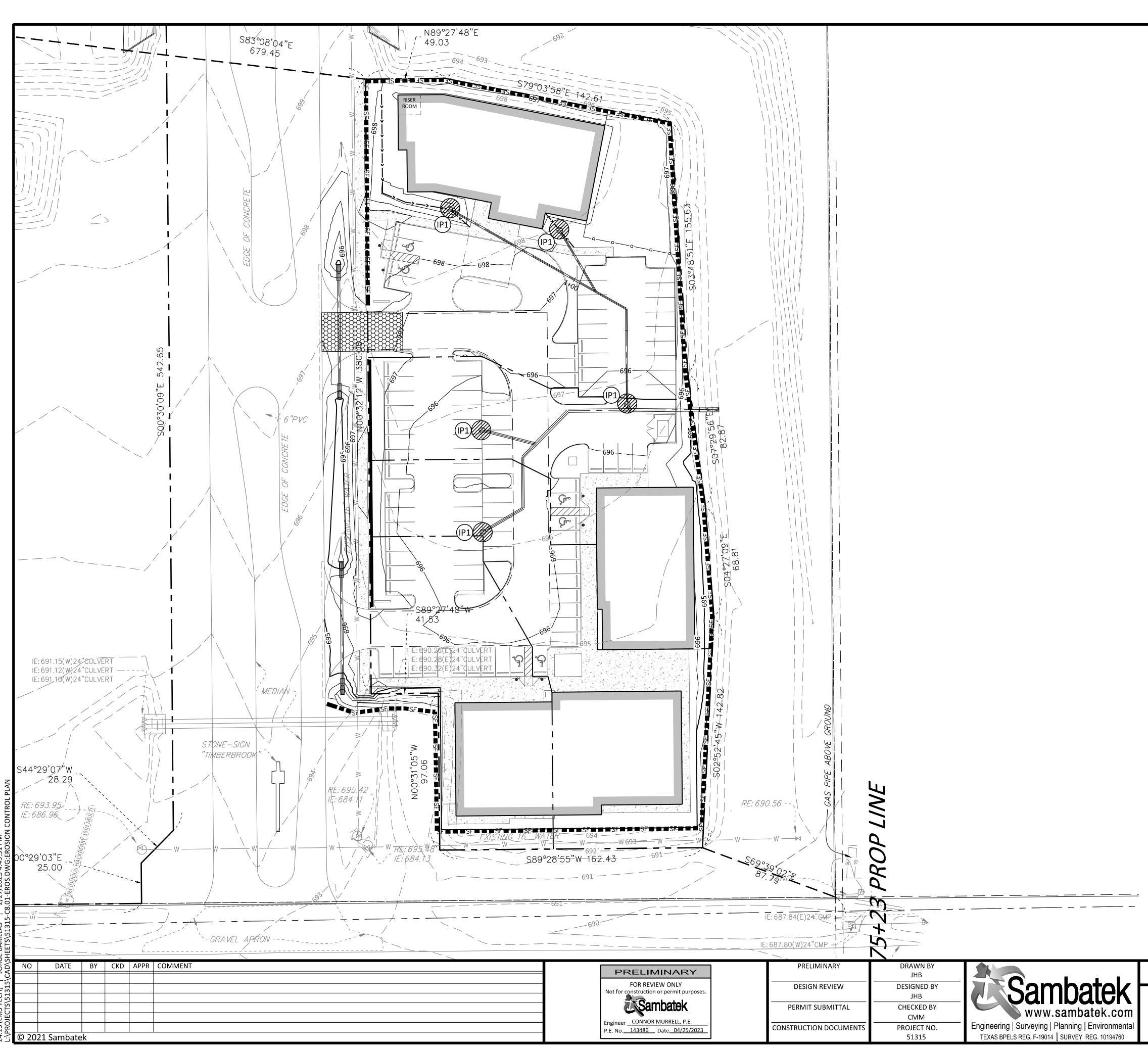




STORM DRAINAGE PLAN



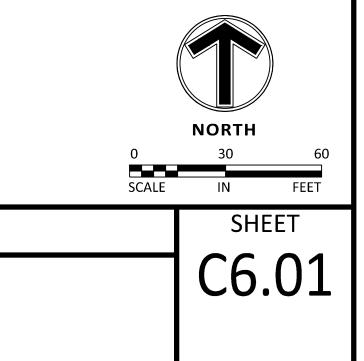




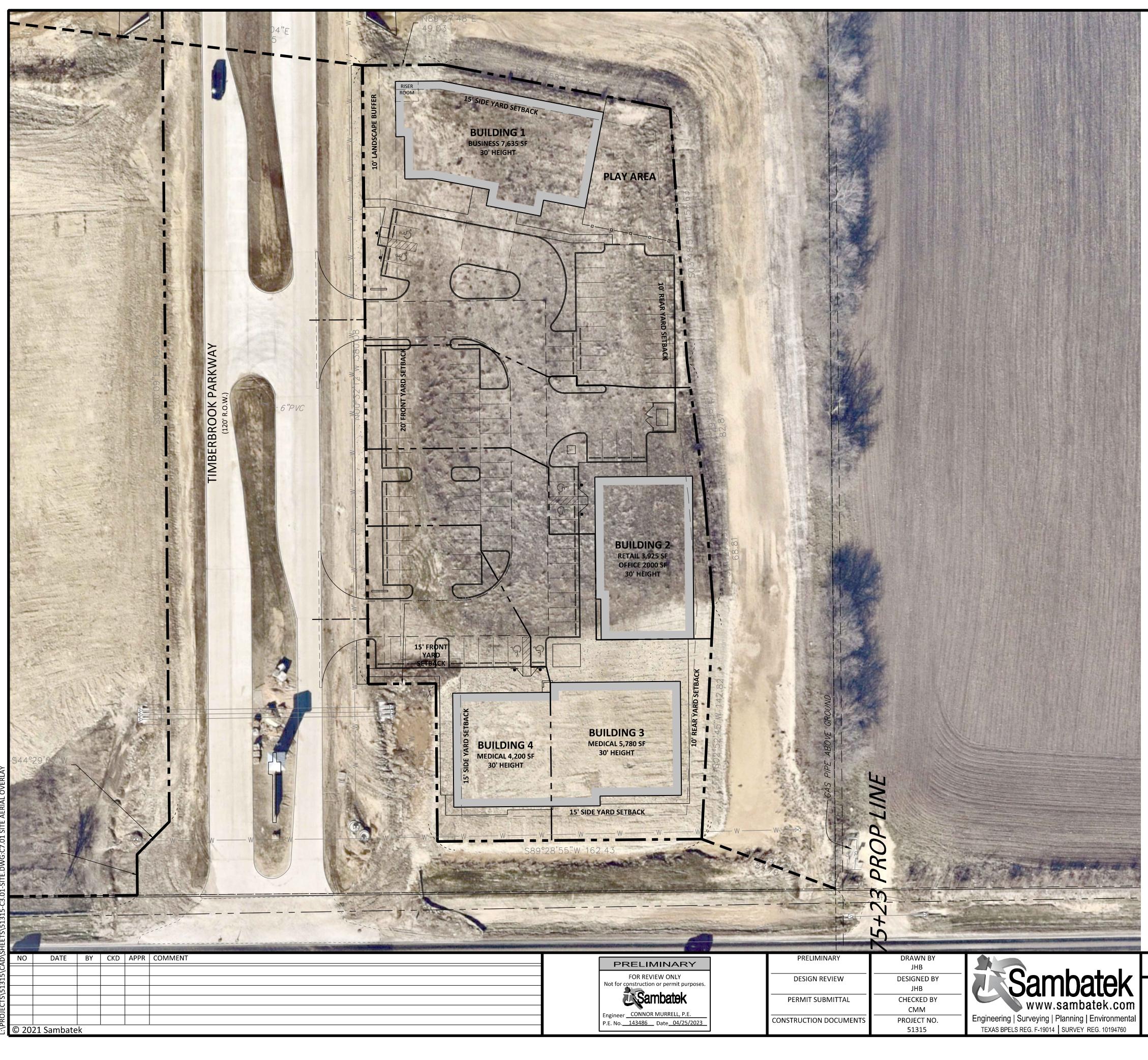
	XISTING
	CONCRETE CURB
» → 0	— ▷ ——─── STORM SEWER
>>> >>> >>	DRAINTILE
-9 <sub>02</sub> -	-902 CONTOUR
	RIPRAP
× 902.5	OVERFLOW ELEV.
	BIO-ROLL
SF ■ SF	SILT FENCE
	SILT DIKE
	LIMITS OF DISTURBANCE
ST, 5 902.5	SOIL BORINGS
$\longrightarrow$	DIRECTION OF OVERLAND FLOW
— <b>—</b>	TEMPORARY DIVERSION DITCH
	CHECK DAM
	LIMITS OF DRAINAGE SUB-BASIN
	INLET PROTECTION DEVICE
	TEMPORARY STONE CONSTRUCTION ENTRANCE
SB-	TEMPORARY SEDIMENT BASIN
	TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPP)
	TEMPORARY STORAGE AND PARKING AREA

### **\_\_\_\_**NOTE TO CONTRACTOR **\_\_\_**

THE EROSION CONTROL PLAN SHEETS ALONG WITH THE REST OF THE SWPPP MUST BE KEPT ONSITE UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA, THE CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPS DESIGNED TO CORRECT PROBLEMS IDENTIFIED. AFTER FILING THE NOTICE OF TERMINATION, THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS, AND ALL REVISIONS TO IT MUST BE SUBMITTED TO THE OWNER, TO BE KEPT ON FILE IN ACCORDANCE WITH THE RECORD RETENTION REQUIREMENTS DESCRIBED IN THE SWPPP NARRATIVE.

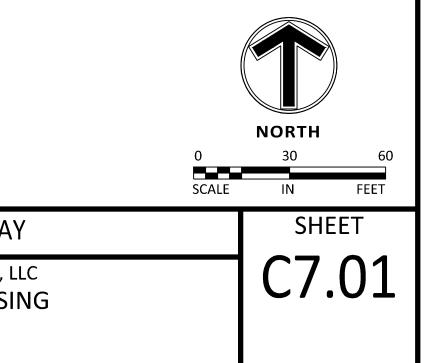


# EROSION CONTROL PLAN

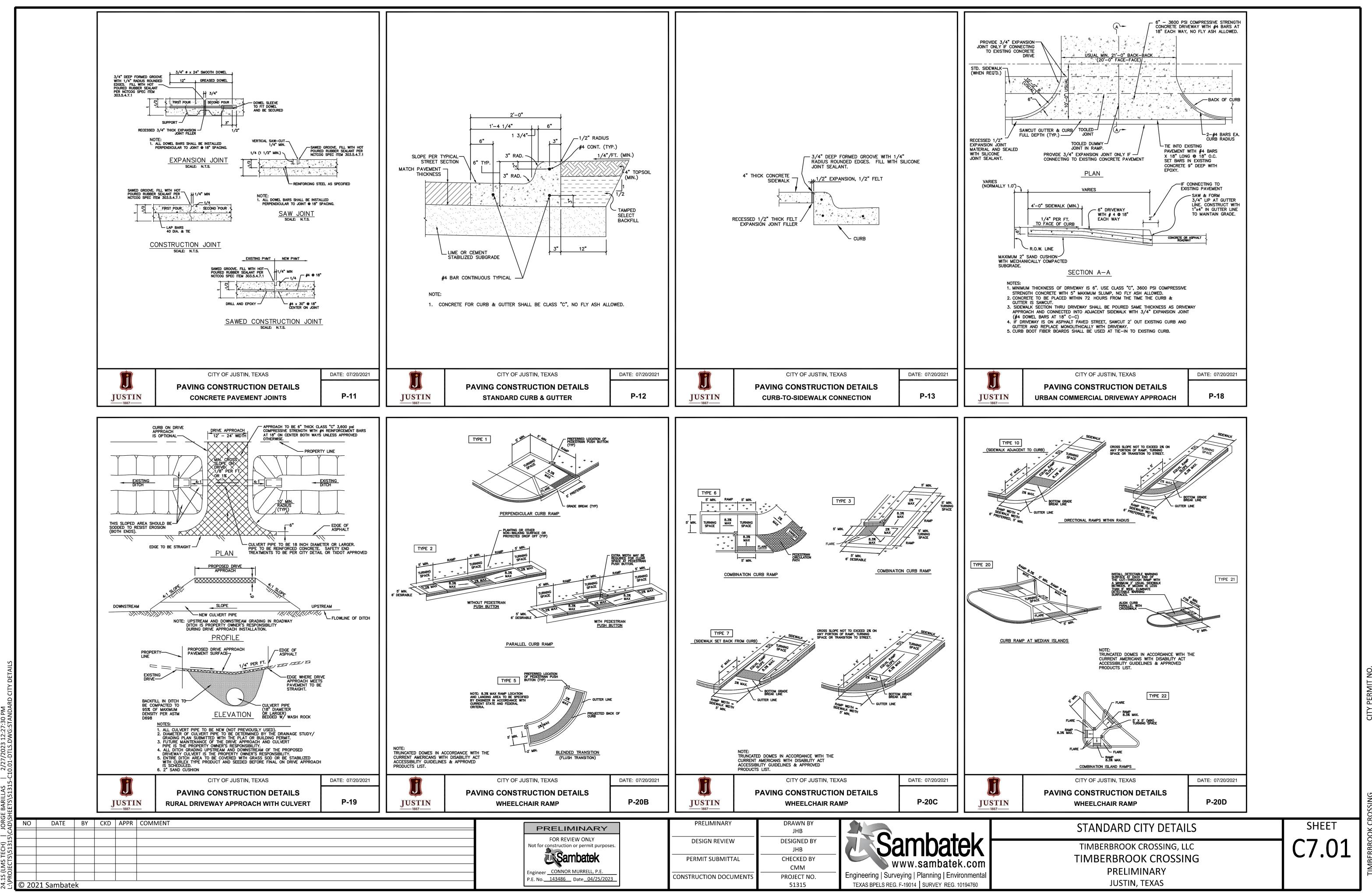


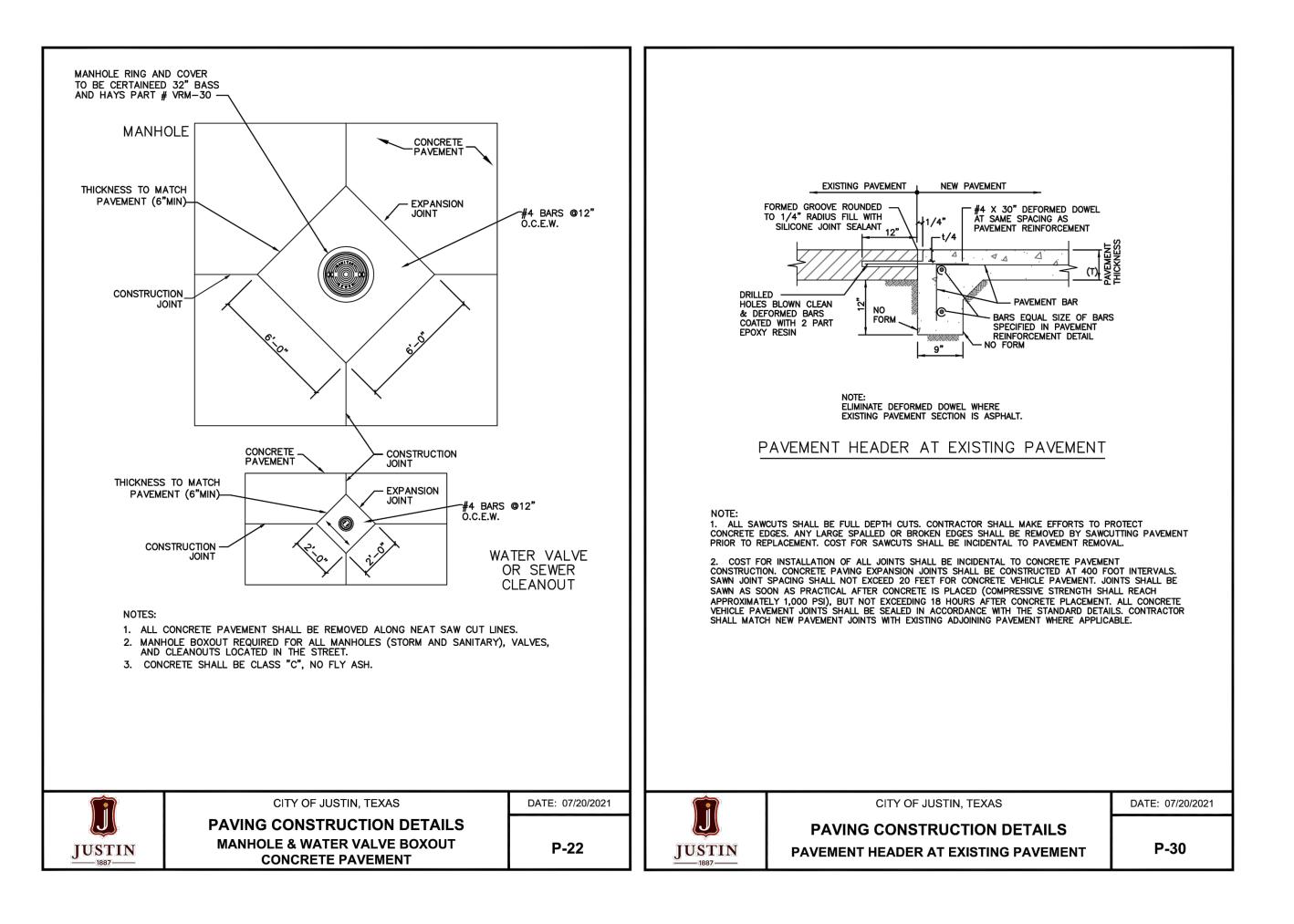
.1S (LMS TECH) | JORGE BARILLAS | 6/23/2023 2:03:33 PM PROJECTS\51315\CAD\SHEETS\51315-C3.01-SITE.DWG:C7.01 SITE AERIAL OV

PROPOSED	EXISTING	
		BOUNDARY LINE
		CONCRETE CURB
		EASEMENT LINE
		BUILDING LINE
		RETAINING WALL
	WL	WETLAND
	·uuu·	TREE LINE
		SAW CUT LINE
<u>م</u>	SIGN	
۲	BOLLARD	



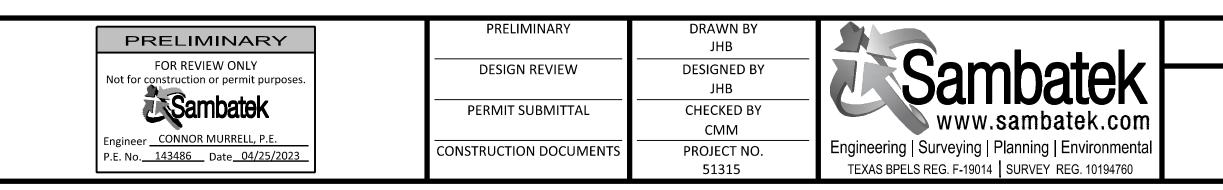
# SITE AERIAL OVERLAY





1S (LMS TECH) | JORGE BARILLAS | 2/27/2023 12:27:30 PM PROJECTS\51315\CAD\SHEETS\51315-C10.01-DTLS.DWG:STANDARD CITY DETAI

NO	DATE	BY	CKD	APPR	COMMENT
© 202	21 Sambate	ek			

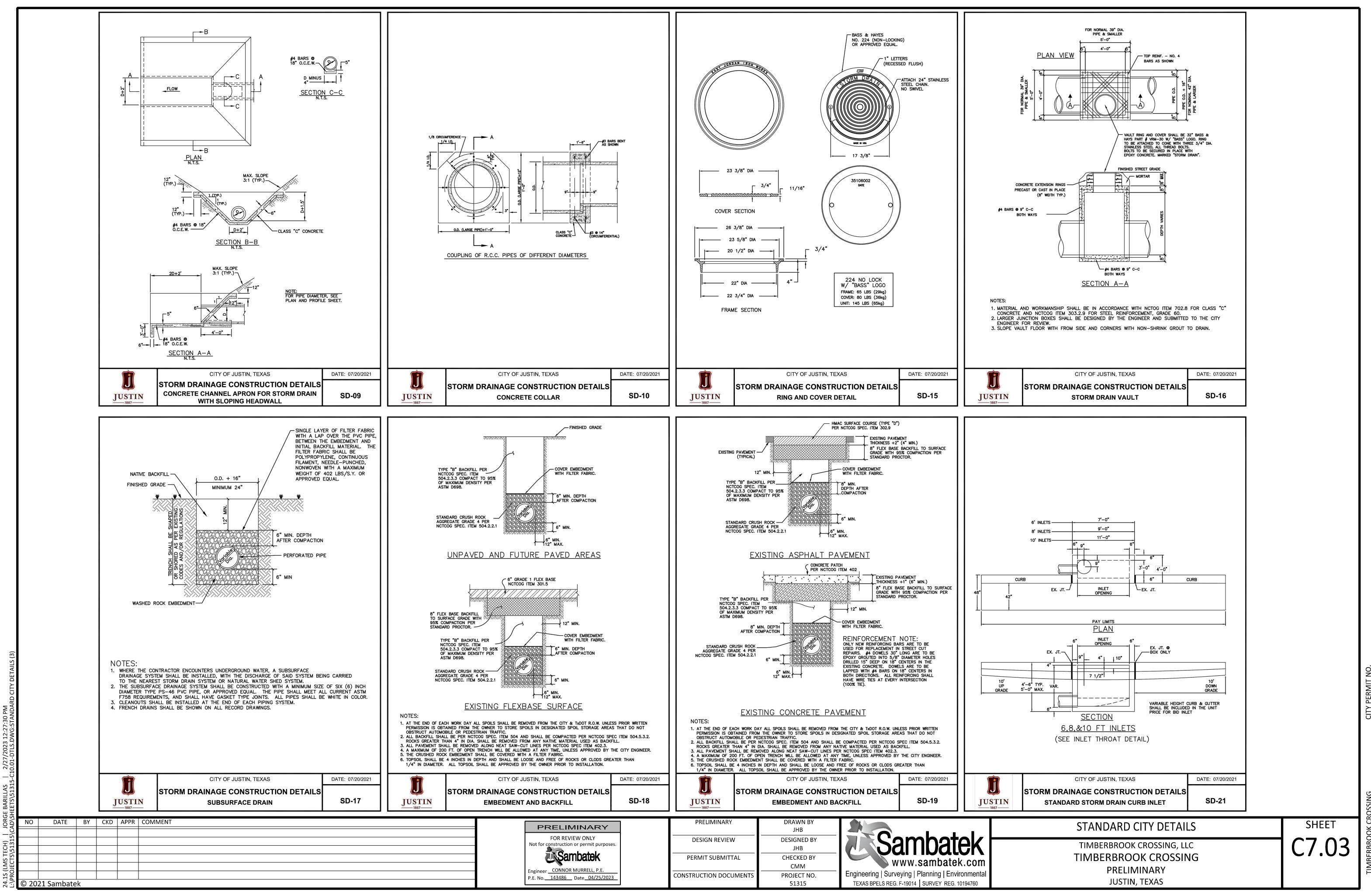


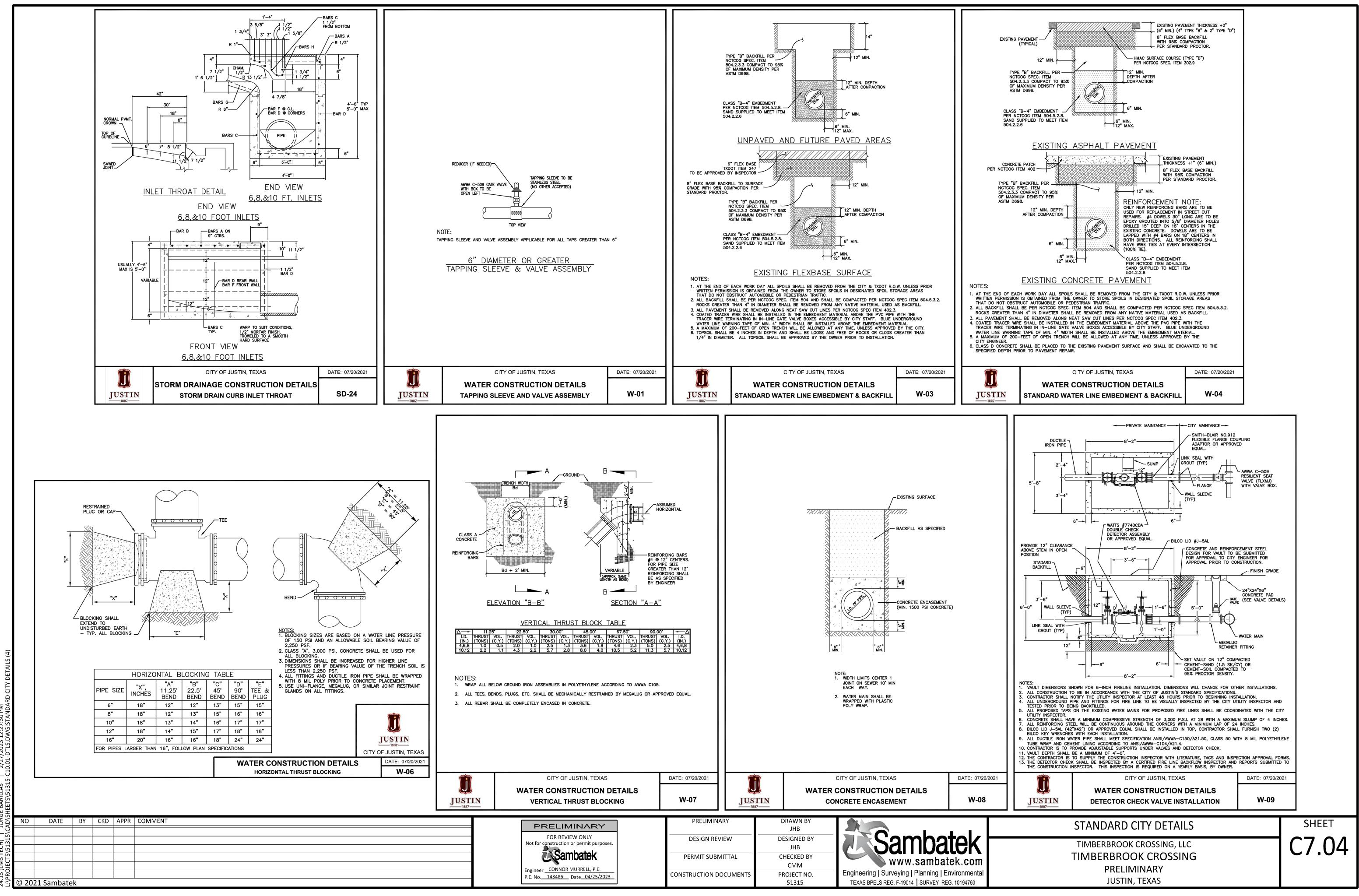
STANDARD CITY DETAILS

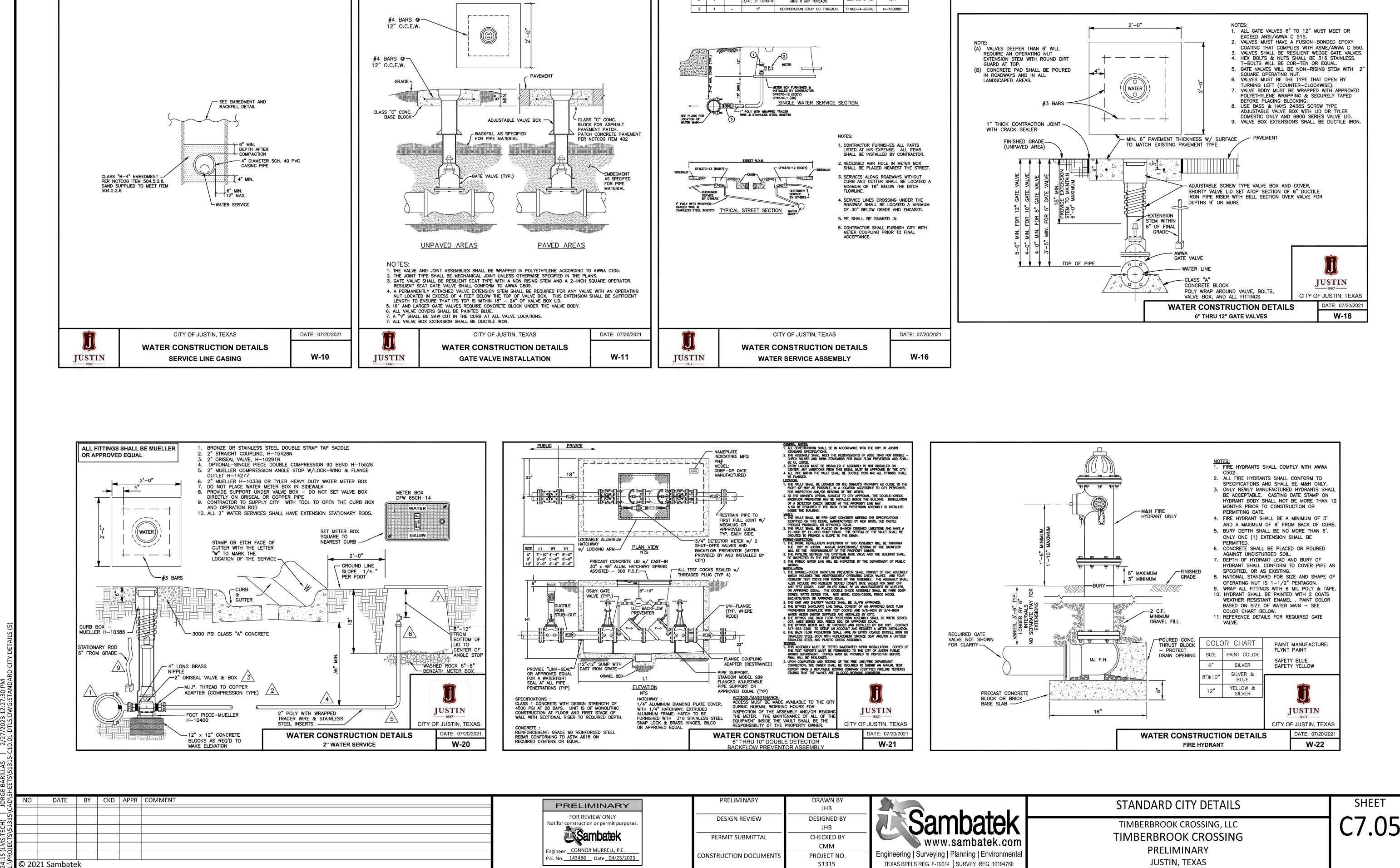
TIMBERBROOK CROSSING, LLC TIMBERBROOK CROSSING PRELIMINARY JUSTIN, TEXAS sheet **C7.02** 

TIMBERBROOK CROSSIN

G



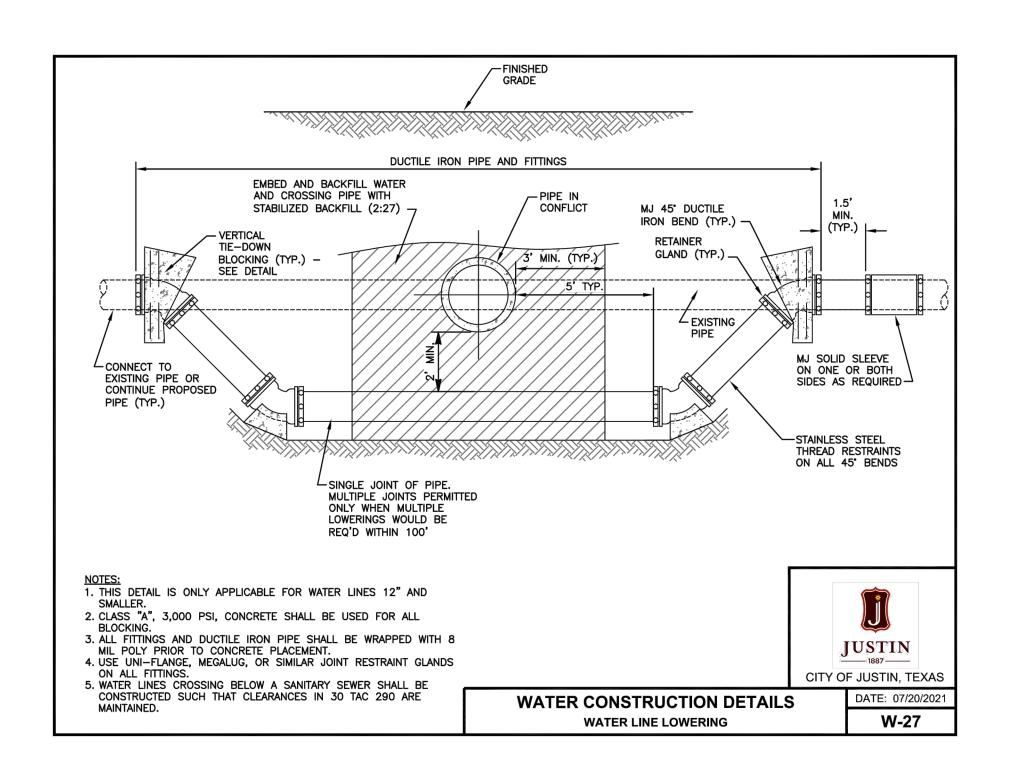




2'-0'

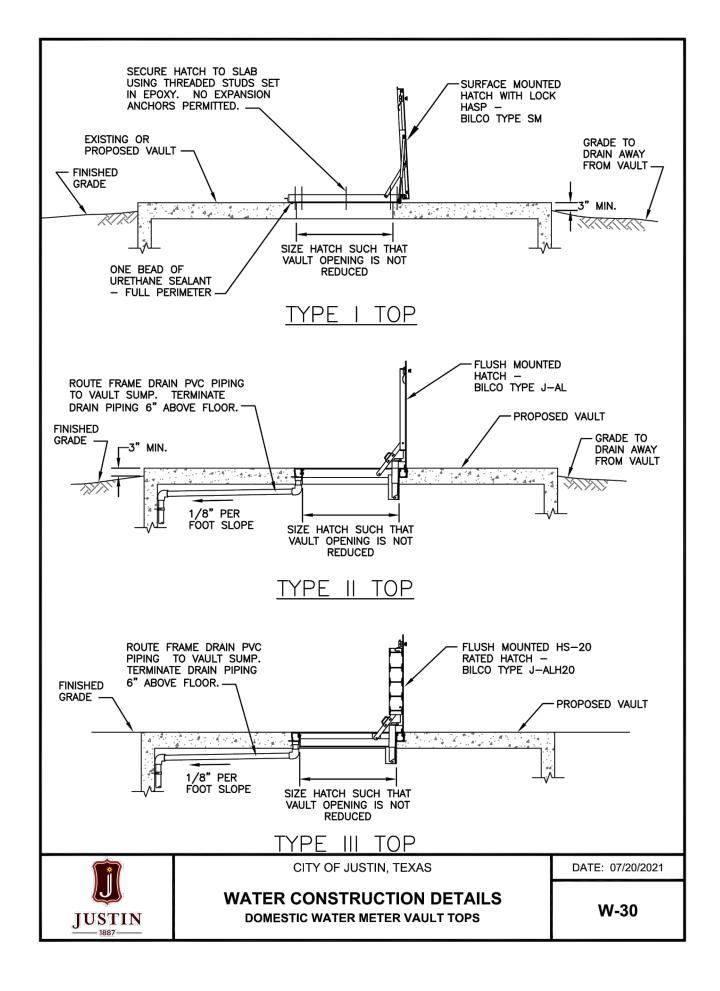
L AS SPECIFIED	S "C" CONC. K FOR ASPHALT MENT PATCH. H CONCRETE PAVEMENT NCTCOG ITEM 402 EMBEDMENT AS SPECIFIED FOR PIPE MATERIAL O AWWA C105. NS. SQUARE OPERATOR. E WITH AN OPERATING	NO. SING 1 1 2 1 3 1 2 1 3 1 3 1 SEE PLANS FOR NO. SING 1 2 1 3 1 1 3 1 1 1 1 1 1 1 1 1 1 1 1 1	STREET R.O.W.	DFW37C-12 (BODY) SIDEWALK CUSTOMER BY OTHERS ON WATER MAIN 5.	KV43-342W-NL H- C38-23-2-NL F1000-4-G-NL H-	UELLER -14258N N/A -15008N HES ALL PARTS NSE. ALL ITEMS BY CONTRACTOR. E IN METER BOX EAREST THE STREET. ADWAYS WITHOUT SHALL BE LOCATED A LOW THE DITCH SING UNDER THE LOCATED A MINIMUM VE AND ENCASED. D IN. FURNISH CITY WITH	NOTE: (A) VALVES DEEPER 1 REQUIRE AN OPER EXTENSION STEM M GUARD AT TOP. (B) CONCRETE PAD S IN ROADWAYS AND LANDSCAPED AREAS 1" THICK CONTRA WITH CRACK SEA FINISHED (UNPAVED 10 HM 10 - 5 10 HM 10 HM 10 - 5 10 HM 10	ATING IN
STRUCTION DETAILS					ETAILS		1	
VE INSTALLATION	W-11	JUSTIN 1887	WATE	ER SERVICE ASSEMB	BLY	W-16	]	
							-	

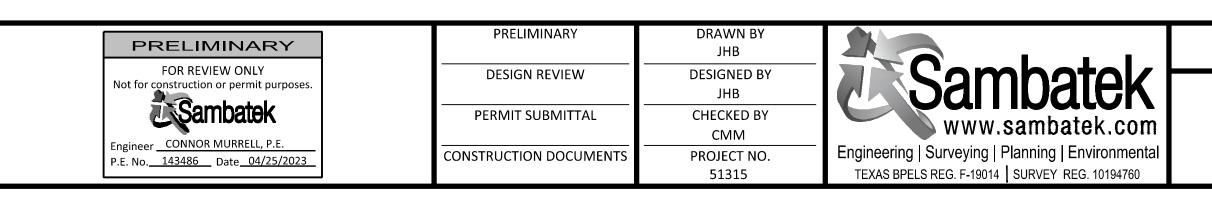
ſ





NO	DATE	BY	CKD	APPR	COMMENT
© 202	21 Sambate	k			

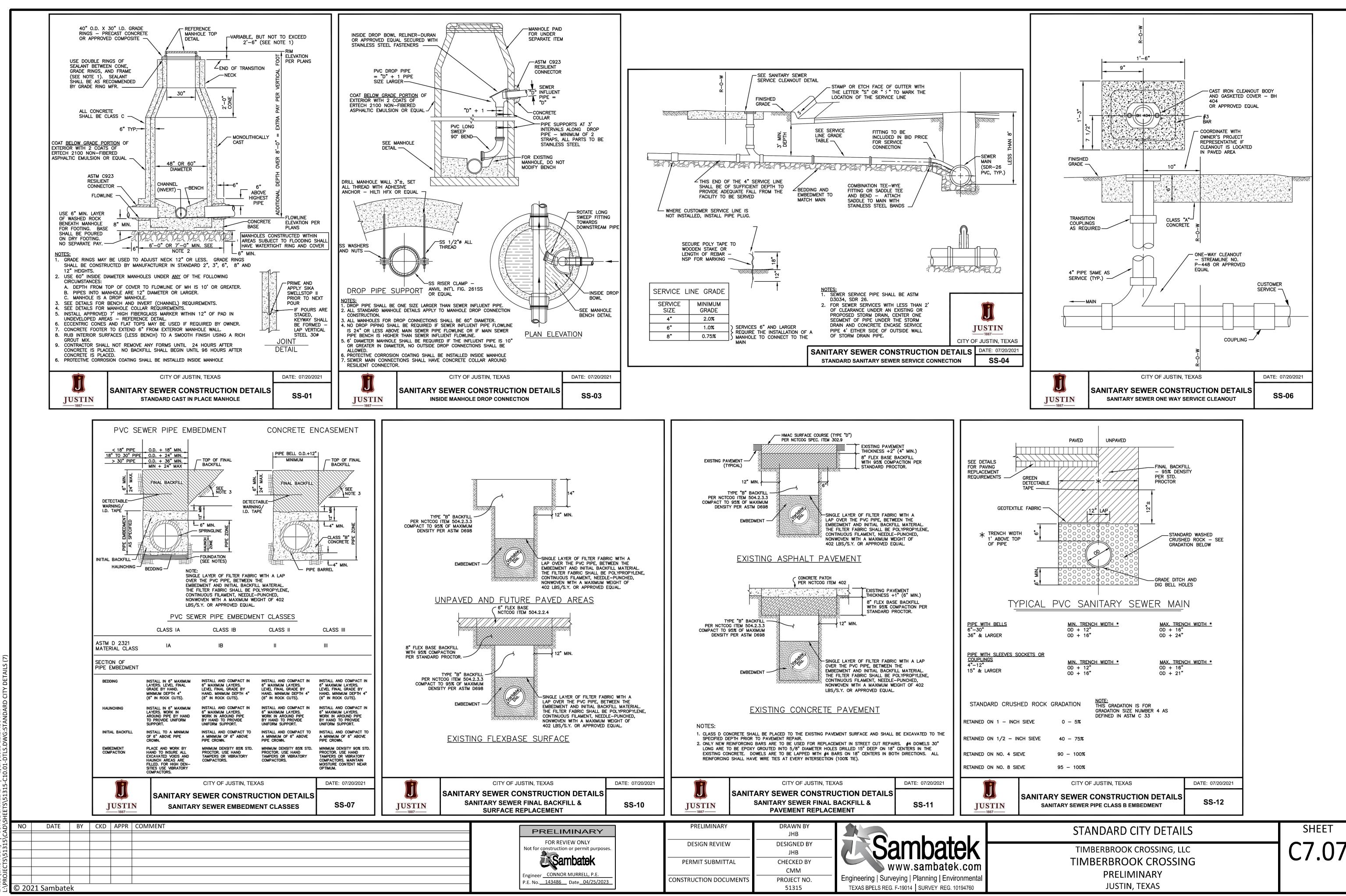




STANDARD CITY DETAILS

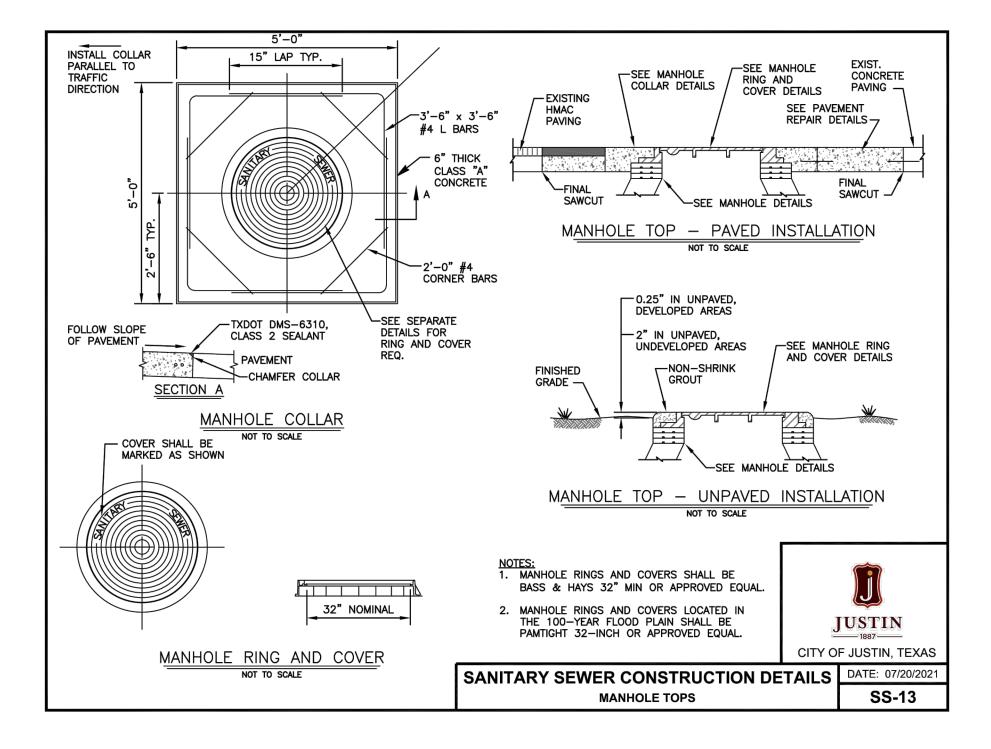
TIMBERBROOK CROSSING, LLC TIMBERBROOK CROSSING PRELIMINARY JUSTIN, TEXAS sheet **C7.06** 

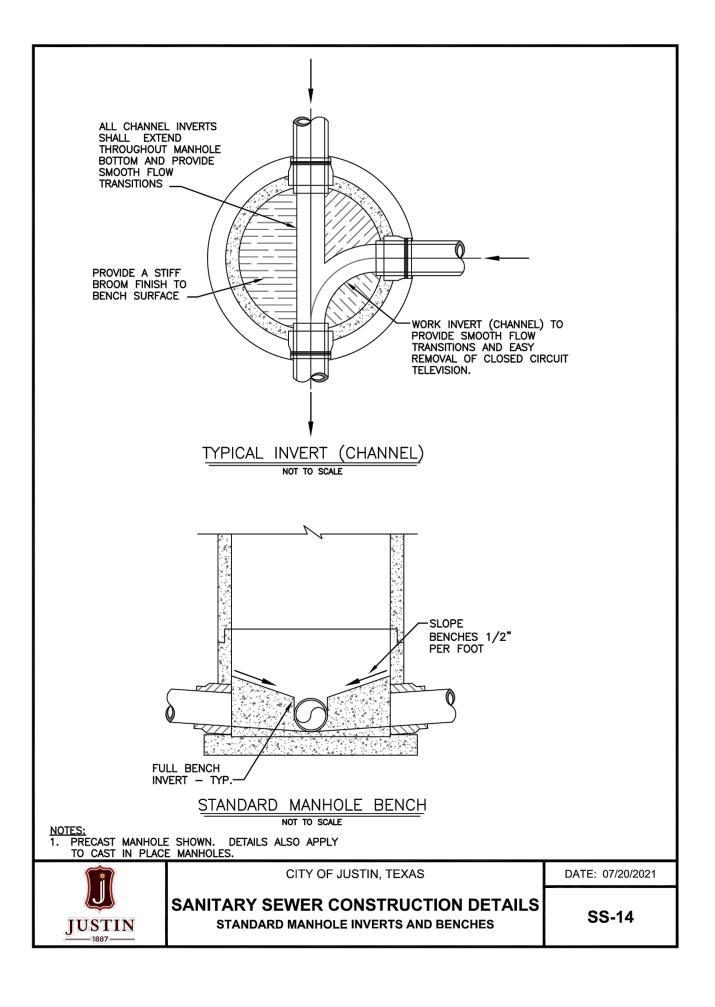
TIMBERBROOK CROSSING

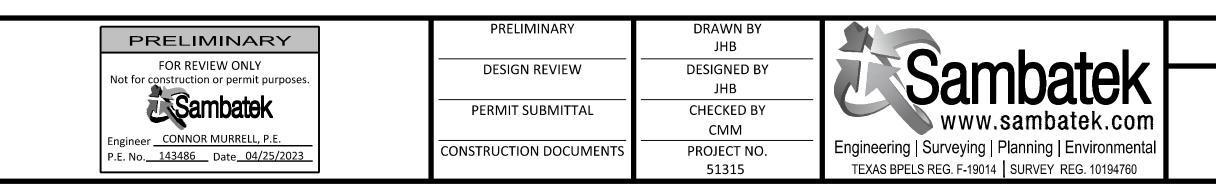


DATE	BY	CKD	APPR	COMMENT
		DATE BY	DATE BY CKD	DATE BY CKD APPR





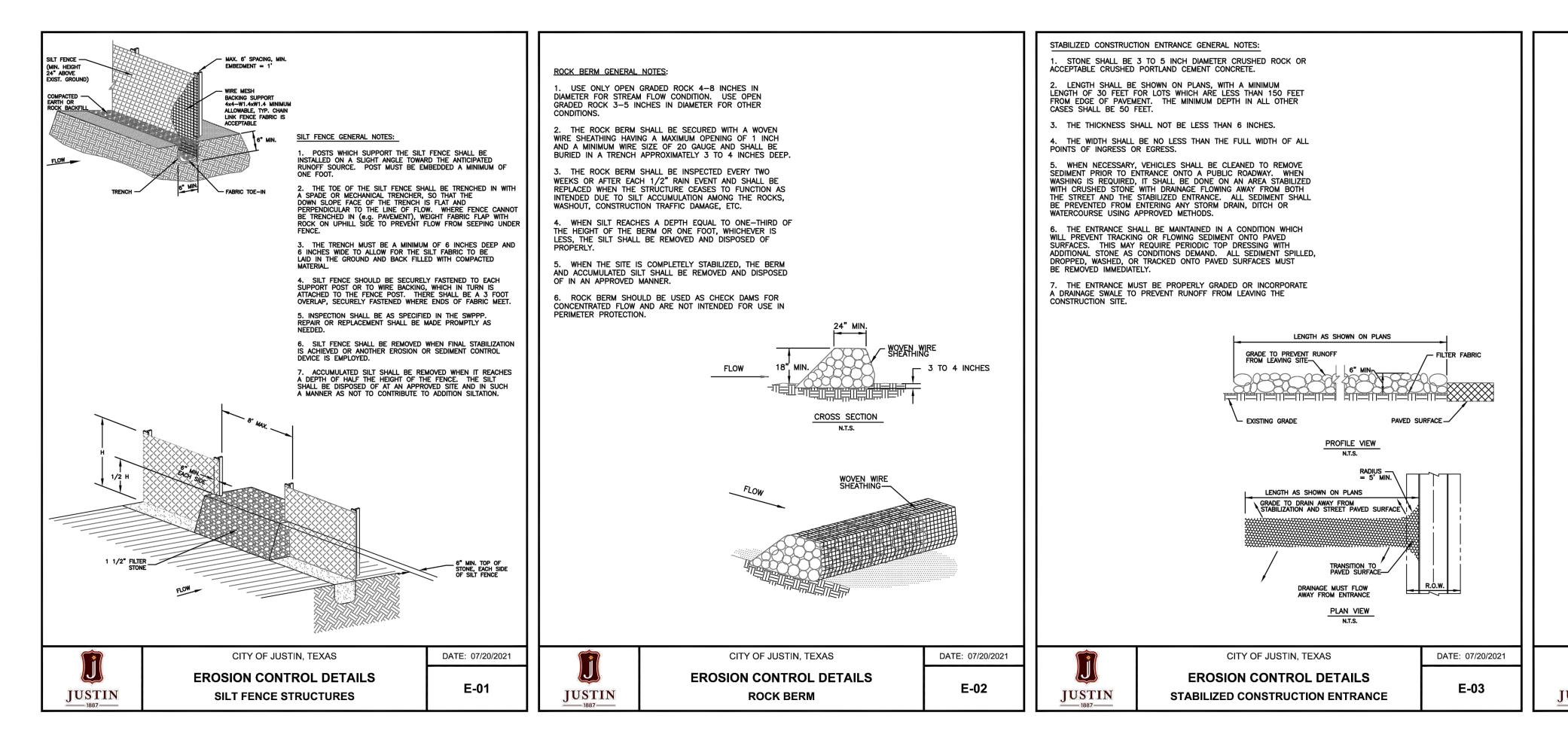




STANDARD CITY DETAILS

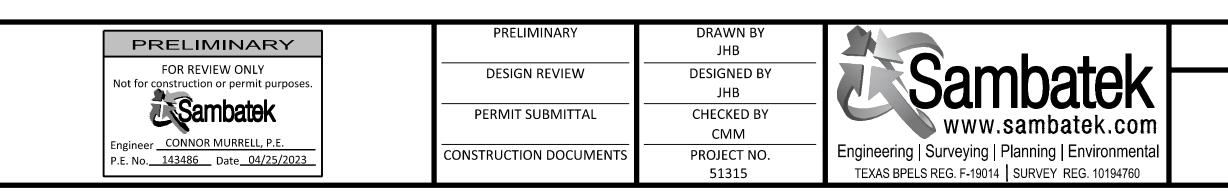
TIMBERBROOK CROSSING, LLC TIMBERBROOK CROSSING PRELIMINARY JUSTIN, TEXAS sheet **C7.08** 

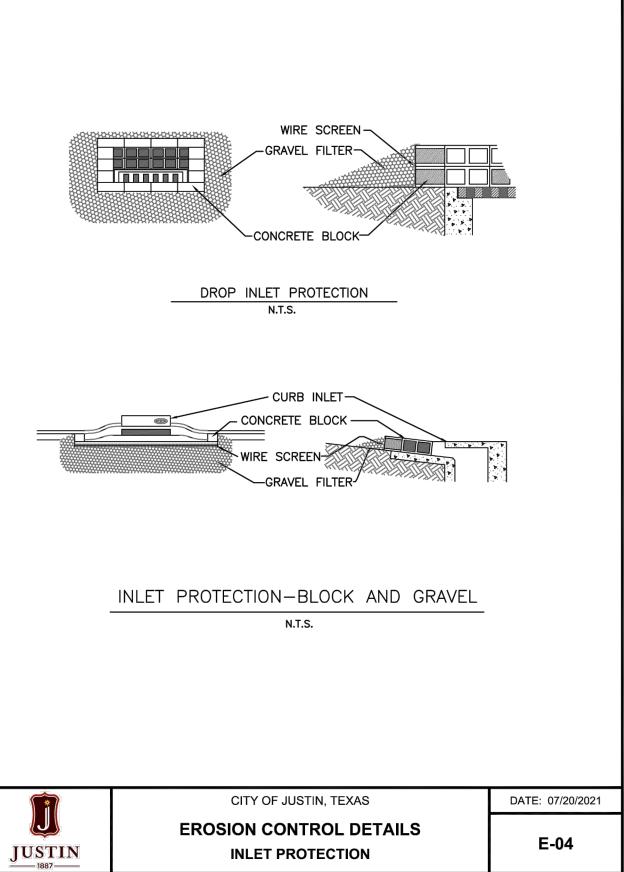
TIMBERBROOK CROSSING





NO	DATE	BY	CKD	APPR	COMMENT
	21 Sambate	<u> </u>			
202	21 Sambate	ek			

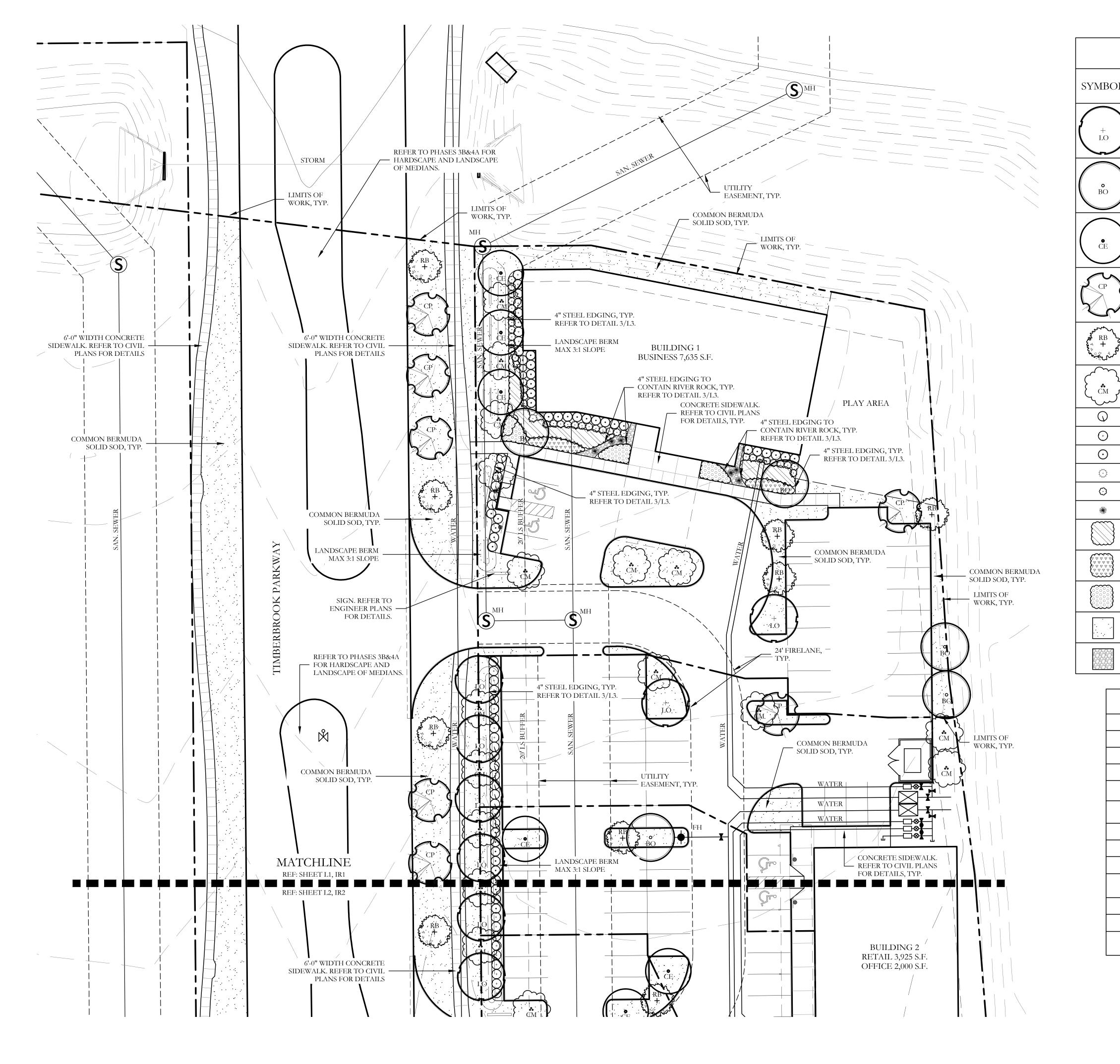




STANDARD CITY DETAILS

TIMBERBROOK CROSSING, LLC TIMBERBROOK CROSSING PRELIMINARY JUSTIN, TEXAS sheet **C7.09** 

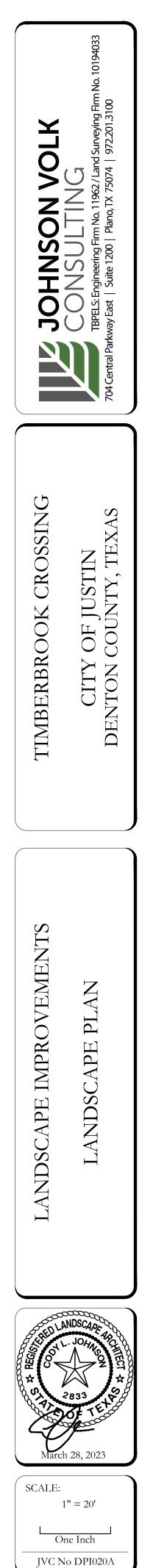
MRERROOK CRO



LANDSCAPE BERM MAX 3:1 SLOPE

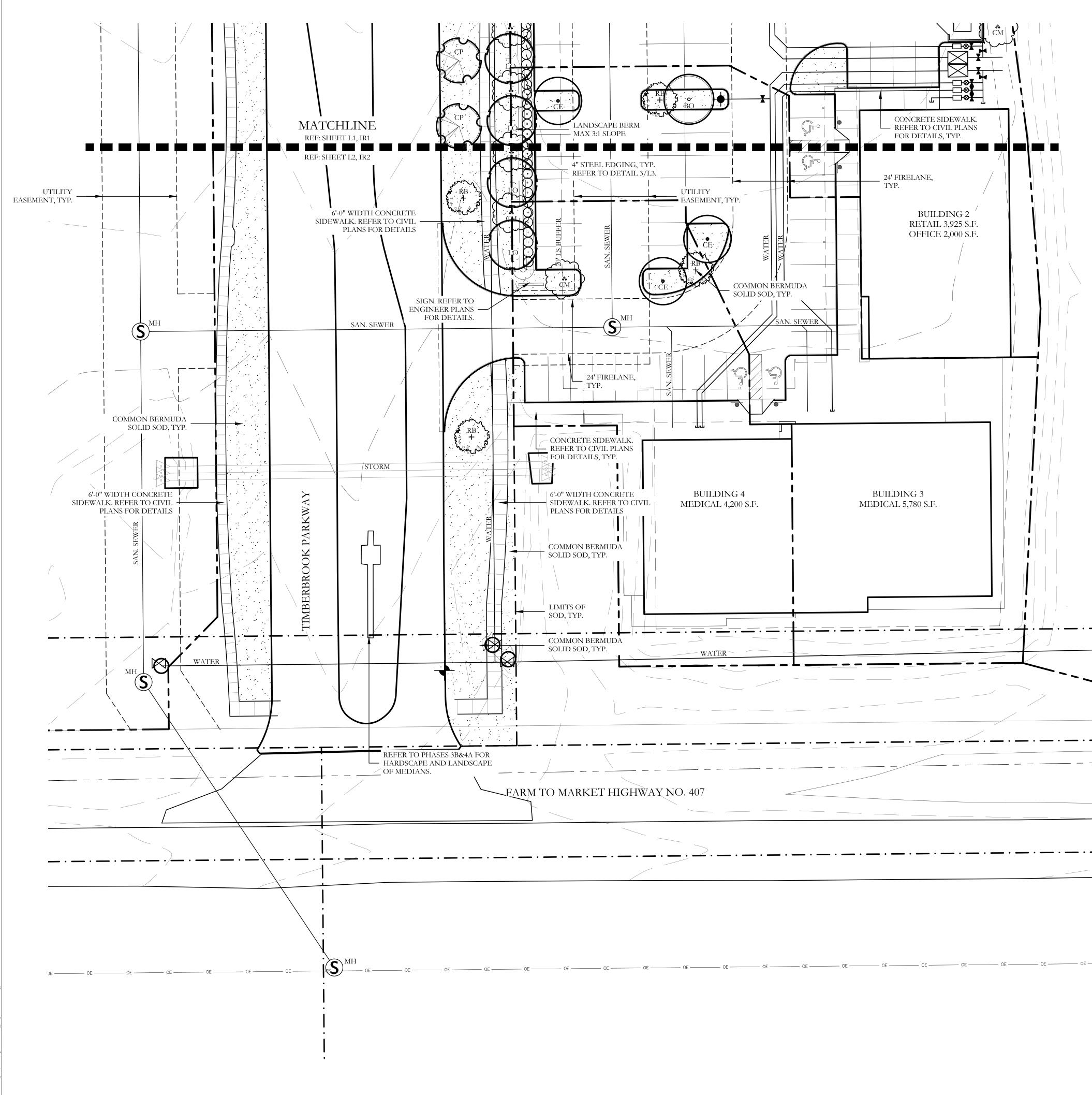
		PLAN	T LEGEND		
DL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
)	LO	LIVE OAK	QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN
	ВО	BUR OAK	QUERCUS MACROCARPA	3" CALIPER	AS SHOWN
)	CE	CEDAR ELM	ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN
}	СР	CHINESE PISTACHE	PISTACIA CHINENSIS	3" CALIPER	AS SHOWN
NJ 40	RB	TEXAS REDBUD	CERCIS CANADENSIS VAR. TEXENSIS	2" CALIPER	AS SHOWN
}		DYNAMITE RED CRAPE MYRTLE	LAGERSTROEMIA INDICA 'WHITE II'	2" CALIPER	AS SHOWN
		ELAEAGNUS	ELAEAGNUS ANGUSTIFOLIA	5 GALLON	48" O.C.
		DWARF BURFORD HOLLY	ILEX CORNUTA' DWARF BURFORD'	5 GALLON	48" O.C.
		TEXAS SAGE	LEUCOPHYLLUM FRUTESCENS	5 GALLON	48" O.C.
		DWARF MAIDEN GRASS	MISCANTHUS SINENSIS ADAGIO'	3 GALLON	36" O.C.
		PINKIE INDIAN HAWTHORN	RHAPHIOLEPIS INDICA 'PINKIE'	3 GALLON	36" O.C.
		RED YUCCA	HESPERALOE PARVIFLORA	3 GALLON	36" O.C.
		LITTLE BUNNY DWARF FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	1 GALLON	18" O.C.
		BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS	1 GALLON	24" O.C.
		ANNUAL COLOR	TO BE SELECTED BY OWNER	4" POT	8" O.C.
		COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD
		OKLAHOMA RIVER ROCK; MIXTURE OF TANS, BROWNS, GRAYS AND PINKS	INSTALL AT 3" DEPTH MINIMUM WITH DEWITT 4.1 OZ FILTER FABRIC BENEATH ROCK	SQUARE FEET	EQUAL Combination OF 1-2" & 2-4"

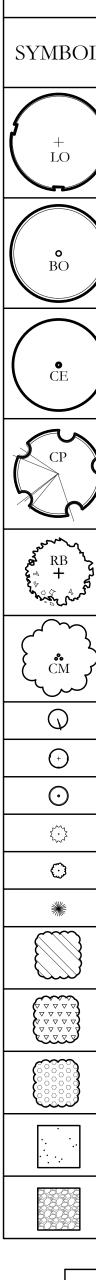
STREET BUFFER REQUIREMENT			
STREET BUFFER REQUIREMENT - 20 FT. BUFFER REQUIRED AND PROVIDED			
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED
TIMBERBROOK PKWY		20 LF	20 LF
STREET BUFFER REQUIREMENT			
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED BUFFER WIDTH	PROVIDED
4 CANOPY TREES PER 100LF 4 UNDERSTORY TREES PER 100LF	TIMBERBROOK PKWY - 299 LF	299 / 100 = 3 3 x 4 = 12 CANOPY TREES 3 x 4 = 12 UNDERSTORY TREES	12 CANOPY TREES 12 UNDERSTORY TREES
10 SCREENING SHRUBS PER 100LF	TIMBERBROOK PKWY - 299 LF	299 / 100 = 3 3 x 10 = 30 SCREENING SHRUBS	63 SCREENING SHRUBS
(NON-RESIDENTIAL) INTERIOR LANDSCAPE REQUIREMENT - BUILDING 1			
10% OF LOT AREA SHALL BE LANDSCAPED	.765 ACRES 33,379 SQ. FT.	33,379 SQ. FT x 0.10 = 3,337.90 SQ. FT	3,338.00 SQ. FT LANDSCAPED
1 CANOPY TREES PER 600 LF 1 UNDERSTORY TREES PER 300 LF 1 SHRUB PER 60 SQ. FT	8,336.07 SQ. FT. REQUIRED	3,338.00 / 600 = 6 CANOPY TREE 3,338.00 / 300 = 12 UNDERSTORY 3,338.00 / 60 = 56 SHRUBS	6 CANOPY TREES 12 UNDERSTORY TREES 56 SHRUBS
(NON-RESIDENTIAL) INTERIOR LANDSCAPE REQUIREMENT - BUILDING 2			
10% OF LOT AREA SHALL BE LANDSCAPED	.466 ACRES 20,325.44 SQ. FT.	20,326 SQ. FT x 0.10 = 2,032.60 SQ. FT	2,033 SQ. FT. LANDSCAPED
1 CANOPY TREES PER 600 LF 1 UNDERSTORY TREES PER 300 LF 1 SHRUB PER 60 SQ. FT	2,033 SQ. FT. REQUIRED	2,033.00 / 600 = 3 CANOPY TREE 2,033.00 / 300 = 7 UNDERSTORY 2,033.00 / 60 = 34 SHRUBS	3 CANOPY TREES 7 UNDERSTORY TREES 34 SHRUBS



L1 of 3

SCALE 1" = 20'







	PLANT LEGEND					
DL	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	
)	LO	LIVE OAK	QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN	
	ВО	BUR OAK	QUERCUS MACROCARPA	3" CALIPER	AS SHOWN	
)	CE	CEDAR ELM	ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN	
ξ	СР	CHINESE PISTACHE	PISTACIA CHINENSIS	3" CALIPER	AS SHOWN	
كيليه	RB	TEXAS REDBUD	CERCIS CANADENSIS VAR. TEXENSIS	2" CALIPER	AS SHOWN	
}		DYNAMITE RED CRAPE MYRTLE	LAGERSTROEMIA INDICA 'WHITE II'	2" CALIPER	AS SHOWN	
		ELAEAGNUS	ELAEAGNUS ANGUSTIFOLIA	5 GALLON	48" O.C.	
		DWARF BURFORD HOLLY	ILEX CORNUTA' DWARF BURFORD'	5 GALLON	48" O.C.	
		TEXAS SAGE	LEUCOPHYLLUM FRUTESCENS	5 GALLON	48" O.C.	
		DWARF MAIDEN GRASS	MISCANTHUS SINENSIS ADAGIO'	3 GALLON	36" O.C.	
		PINKIE INDIAN HAWTHORN	RHAPHIOLEPIS INDICA 'PINKIE'	3 GALLON	36" O.C.	
		RED YUCCA	HESPERALOE PARVIFLORA	3 GALLON	36" O.C.	
		LITTLE BUNNY DWARF FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	1 GALLON	18" O.C.	
		BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS	1 GALLON	24" O.C.	
		ANNUAL COLOR	TO BE SELECTED BY OWNER	4" POT	8" O.C.	
		COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD	
		OKLAHOMA RIVER ROCK; MIXTURE OF TANS, BROWNS, GRAYS AND PINKS	INSTALL AT 3" DEPTH MINIMUM WITH DEWITT 4.1 OZ FILTER FABRIC BENEATH ROCK	SQUARE FEET	EQUAL Combination OF 1-2" & 2-4"	

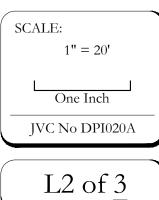
STREET BUFFER REQUIREMENT				
STREET BUFFER REQUIREMENT - 20 FT. BUFFER REQUIRED AND PROVIDED				
STANDARD		REQUIRED BUFFER WIDTH	PROVIDED	
TIMBERBROOK PKWY		20 LF	20 LF	
STREET BUFFER REQUIREMENT				
STANDARD	STREET FRONTAGE (LINEAR FEET)	REQUIRED BUFFER WIDTH	PROVIDED	
4 CANOPY TREES PER 100LF 4 UNDERSTORY TREES PER 100LF	TIMBERBROOK PKWY - 299 LF	299 / 100 = 3 3 x 4 = 12 CANOPY TREES 3 x 4 = 12 UNDERSTORY TREES	12 CANOPY TREES 12 UNDERSTORY TREES	
10 SCREENING SHRUBS PER 100LF	TIMBERBROOK PKWY - 299 LF	299 / 100 = 3 3 x 10 = 30 SCREENING SHRUBS	63 SCREENING SHRUBS	
(NON-RESIDENTIAL) INTERIOR LANDSCAPE REQUIREMENT - BUILDING 1				
10% OF LOT AREA SHALL BE LANDSCAPED	.765 ACRES 33,379 SQ. FT.	33,379 SQ. FT x 0.10 = 3,337.90 SQ. FT	3,338.00 SQ. FT LANDSCAPED	
1 CANOPY TREES PER 600 LF 1 UNDERSTORY TREES PER 300 LF 1 SHRUB PER 60 SQ. FT	8,336.07 SQ. FT. REQUIRED	3,338.00 / 600 = 6 CANOPY TREE 3,338.00 / 300 = 12 UNDERSTORY 3,338.00 / 60 = 56 SHRUBS	6 CANOPY TREES 12 UNDERSTORY TREES 56 SHRUBS	
(NON-RESIDENTIAL) INTERIOR LANDSCAPE REQUIREMENT - BUILDING 2				
10% OF LOT AREA SHALL BE LANDSCAPED	.466 ACRES 20,325.44 SQ. FT.	20,326 SQ. FT x 0.10 = 2,032.60 SQ. FT	2,033 SQ. FT.	
1 CANOPY TREES PER 600 LF 1 UNDERSTORY TREES PER 300 LF 1 SHRUB PER 60 SQ. FT	2,033 SQ. FT. REQUIRED	2,033.00 / 600 = 3 CANOPY TREE 2,033.00 / 300 = 7 UNDERSTORY 2,033.00 / 60 = 34 SHRUBS	3 CANOPY TREES 7 UNDERSTORY TREES 34 SHRUBS	

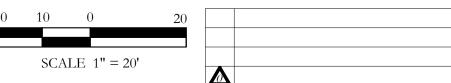


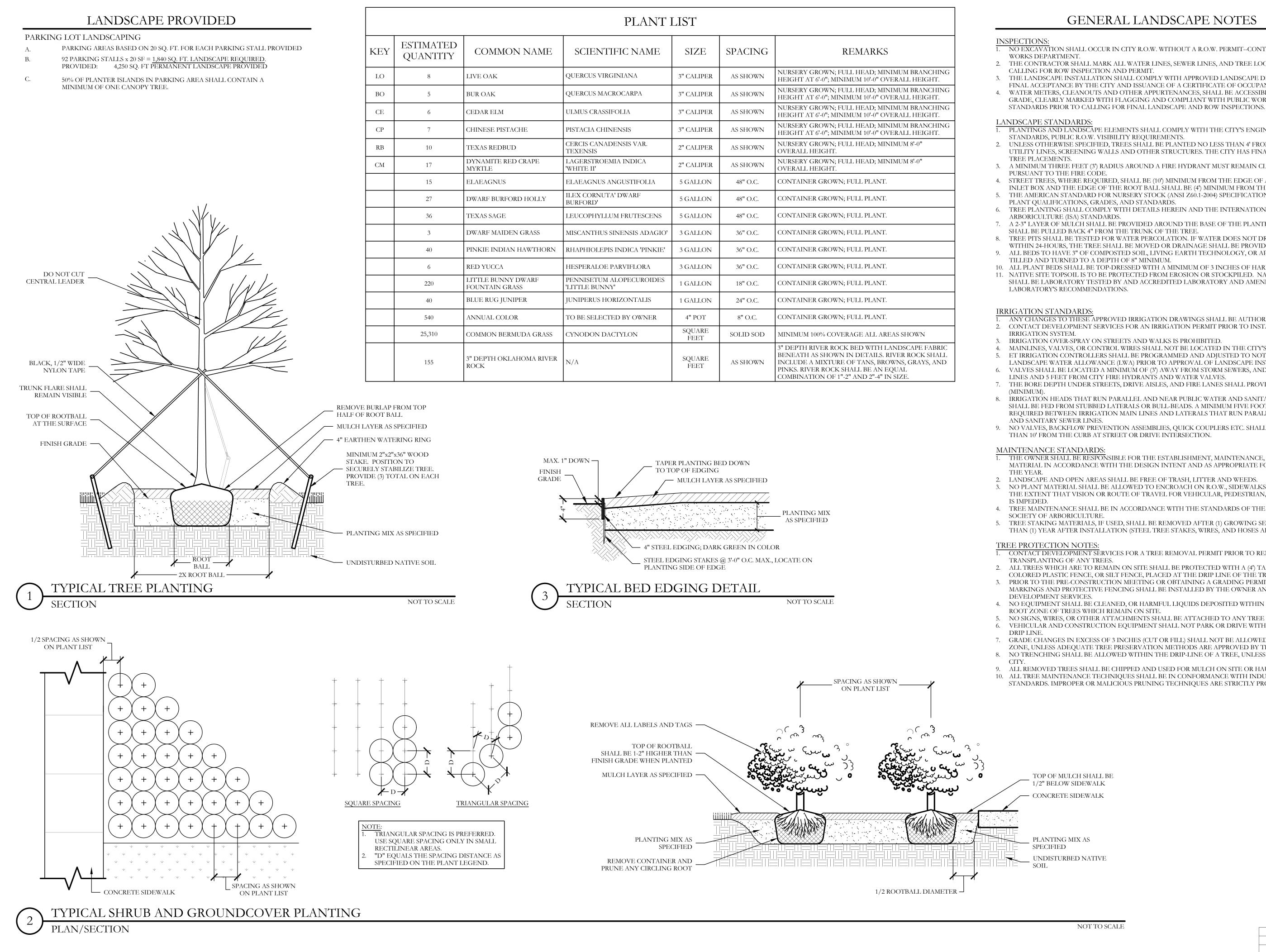
CROSSING JSTIN TY, TEXAS OF JU COUNT TIMBERBROOK CITY DENTON (

Ś IMPROVEMENT Z  $\triangleleft$ Id APE NDSC. ANDSCAPE  $\triangleleft$ 

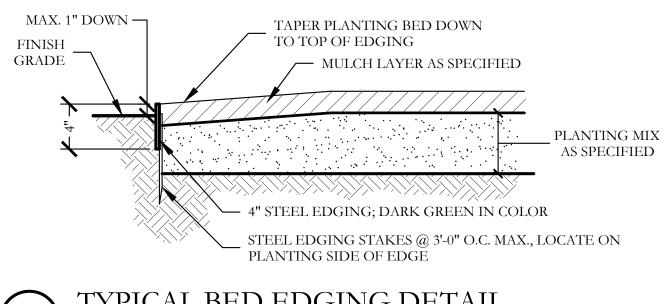








	PLANT I	LIST		
COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	REMARKS
E OAK	QUERCUS VIRGINIANA	3" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM BRANCHING HEIGHT AT 6'-0"; MINIMUM 10'-0" OVERALL HEIGHT.
ROAK	QUERCUS MACROCARPA	3" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM BRANCHING HEIGHT AT 6'-0"; MINIMUM 10'-0" OVERALL HEIGHT.
DAR ELM	ULMUS CRASSIFOLIA	3" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM BRANCHING HEIGHT AT 6'-0"; MINIMUM 10'-0" OVERALL HEIGHT.
INESE PISTACHE	PISTACIA CHINENSIS	3" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM BRANCHING HEIGHT AT 6'-0"; MINIMUM 10'-0" OVERALL HEIGHT.
KAS REDBUD	CERCIS CANADENSIS VAR. TEXENSIS	2" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM 8'-0" OVERALL HEIGHT.
NAMITE RED CRAPE RTLE	LAGERSTROEMIA INDICA 'WHITE II'	2" CALIPER	AS SHOWN	NURSERY GROWN; FULL HEAD; MINIMUM 8'-0" OVERALL HEIGHT.
AEAGNUS	ELAEAGNUS ANGUSTIFOLIA	5 GALLON	48" O.C.	CONTAINER GROWN; FULL PLANT.
ARF BURFORD HOLLY	ILEX CORNUTA' DWARF BURFORD'	5 GALLON	48" O.C.	CONTAINER GROWN; FULL PLANT.
XAS SAGE	LEUCOPHYLLUM FRUTESCENS	5 GALLON	48" O.C.	CONTAINER GROWN; FULL PLANT.
ARF MAIDEN GRASS	MISCANTHUS SINENSIS ADAGIO'	3 GALLON	36" O.C.	CONTAINER GROWN; FULL PLANT.
KIE INDIAN HAWTHORN	RHAPHIOLEPIS INDICA 'PINKIE'	3 GALLON	36" O.C.	CONTAINER GROWN; FULL PLANT.
D YUCCA	HESPERALOE PARVIFLORA	3 GALLON	36" O.C.	CONTAINER GROWN; FULL PLANT.
TLE BUNNY DWARF JNTAIN GRASS	PENNISET'UM ALOPECUROIDES 'LITTLE BUNNY'	1 GALLON	18" O.C.	CONTAINER GROWN; FULL PLANT.
JE RUG JUNIPER	JUNIPERUS HORIZONTALIS	1 GALLON	24" O.C.	CONTAINER GROWN; FULL PLANT.
NUAL COLOR	TO BE SELECTED BY OWNER	4" POT	8" O.C.	CONTAINER GROWN; FULL PLANT.
MMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD	MINIMUM 100% COVERAGE ALL AREAS SHOWN
DEPTH OKLAHOMA RIVER CK	N/A	SQUARE FEET	AS SHOWN	3" DEPTH RIVER ROCK BED WITH LANDSCAPE FABRIC BENEATH AS SHOWN IN DETAILS. RIVER ROCK SHALL INCLUDE A MIXTURE OF TANS, BROWNS, GRAYS, AND PINKS. RIVER ROCK SHALL BE AN EQUAL COMBINATION OF 1"-2" AND 2"-4" IN SIZE.



# GENERAL LANDSCAPE NOTES

### **INSPECTIONS:**

1. NO EXCAVATION SHALL OCCUR IN CITY R.O.W. WITHOUT A R.O.W. PERMIT--CONTACT THE PUBLIC WORKS DEPARTMENT. 2. THE CONTRACTOR SHALL MARK ALL WATER LINES, SEWER LINES, AND TREE LOCATIONS PRIOR TO

CALLING FOR ROW INSPECTION AND PERMIT. 3. THE LANDSCAPE INSTALLATION SHALL COMPLY WITH APPROVED LANDSCAPE DRAWINGS PRIOR TO FINAL ACCEPTANCE BY THE CITY AND ISSUANCE OF A CERTIFICATE OF OCCUPANCY. 4. WATER METERS, CLEANOUTS AND OTHER APPURTENANCES, SHALL BE ACCESSIBLE, ADJUSTED TO GRADE. CLEARLY MARKED WITH FLAGGING AND COMPLIANT WITH PUBLIC WORKS DEPARTMENT

### LANDSCAPE STANDARDS:

. PLANTINGS AND LANDSCAPE ELEMENTS SHALL COMPLY WITH THE CITY'S ENGINEERING DESIGN STANDARDS, PUBLIC R.O.W. VISIBILITY REQUIREMENTS. 2. UNLESS OTHERWISE SPECIFIED, TREES SHALL BE PLANTED NO LESS THAN 4' FROM CURBS, SIDEWALKS,

UTILITY LINES, SCREENING WALLS AND OTHER STRUCTURES. THE CITY HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS. 3. A MINIMUM THREE FEET (3') RADIUS AROUND A FIRE HYDRANT MUST REMAIN CLEAR OF LANDSCAPE

PURSUANT TO THE FIRE CODE. 4. STREET TREES, WHERE REQUIRED, SHALL BE (10') MINIMUM FROM THE EDGE OF A STORM SEWER CURB INLET BOX AND THE EDGE OF THE ROOT BALL SHALL BE (4') MINIMUM FROM THE WATER METER. THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) SPECIFICATIONS SHALL GOVERN PLANT QUALIFICATIONS, GRADES, AND STANDARDS.

6. TREE PLANTING SHALL COMPLY WITH DETAILS HEREIN AND THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS.

7. A 2-3" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 4" FROM THE TRUNK OF THE TREE. 8. TREE PITS SHALL BE TESTED FOR WATER PERCOLATION. IF WATER DOES NOT DRAIN OUT OF TREE PIT WITHIN 24-HOURS, THE TREE SHALL BE MOVED OR DRAINAGE SHALL BE PROVIDED. ALL BEDS TO HAVE 3" OF COMPOSTED SOIL, LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL

TILLED AND TURNED TO A DEPTH OF 8" MINIMUM. 10. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3 INCHES OF HARDWOOD MULCH.

11. NATIVE SITE TOPSOIL IS TO BE PROTECTED FROM EROSION OR STOCKPILED. NATIVE SITE TOPSOIL SHALL BE LABORATORY TESTED BY AND ACCREDITED LABORATORY AND AMENDED PER SAID LABORATORY'S RECOMMENDATIONS.

### **IRRIGATION STANDARDS**:

. ANY CHANGES TO THESE APPROVED IRRIGATION DRAWINGS SHALL BE AUTHORIZED BY THE CITY. CONTACT DEVELOPMENT SERVICES FOR AN IRRIGATION PERMIT PRIOR TO INSTALLING THE IRRIGATION SYSTEM.

IRRIGATION OVER-SPRAY ON STREETS AND WALKS IS PROHIBITED.

4. MAINLINES, VALVES, OR CONTROL WIRES SHALL NOT BE LOCATED IN THE CITY'S ROW. 5. ET IRRIGATION CONTROLLERS SHALL BE PROGRAMMED AND ADJUSTED TO NOT EXCEED THE

LANDSCAPE WATER ALLOWANCE (LWA) PRIOR TO APPROVAL OF LANDSCAPE INSTALLATION. 6. VALVES SHALL BE LOCATED A MINIMUM OF (3') AWAY FROM STORM SEWERS, AND SANITARY SEWER LINES AND 5 FEET FROM CITY FIRE HYDRANTS AND WATER VALVES. 7. THE BORE DEPTH UNDER STREETS, DRIVE AISLES, AND FIRE LANES SHALL PROVIDE (2') OF CLEARANCE

(MINIMUM). IRRIGATION HEADS THAT RUN PARALLEL AND NEAR PUBLIC WATER AND SANITARY SEWER LINES;

SHALL BE FED FROM STUBBED LATERALS OR BULL-BEADS. A MINIMUM FIVE FOOT (5') SEPARATION IS REQUIRED BETWEEN IRRIGATION MAIN LINES AND LATERALS THAT RUN PARALLÈL TO PUBLIC WATER AND SANITARY SEWER LINES. 9. NO VALVES, BACKFLOW PREVENTION ASSEMBLIES, QUICK COUPLERS ETC. SHALL BE LOCATED CLOSER

THAN 10' FROM THE CURB AT STREET OR DRIVE INTERSECTION.

MAINTENANCE STANDARDS: THE OWNER SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT, MAINTENANCE, AND VIGOR OF PLANT MATERIAL IN ACCORDANCE WITH THE DESIGN INTENT AND AS APPROPRIATE FOR THE SEASON OF THE YEAR.

2. LANDSCAPE AND OPEN AREAS SHALL BE FREE OF TRASH, LITTER AND WEEDS. 3. NO PLANT MATERIAL SHALL BE ALLOWED TO ENCROACH ON R.O.W., SIDEWALKS OR EASEMENTS TO THE EXTENT THAT VISION OR ROUTE OF TRAVEL FOR VEHICULAR, PEDESTRIAN, OR BICYCLE TRAFFIC IS IMPEDED.

4. TREE MAINTENANCE SHALL BE IN ACCORDANCE WITH THE STANDARDS OF THE INTERNATIONAL SOCIETY OF ARBORICULTURE. 5. TREE STAKING MATERIALS, IF USED, SHALL BE REMOVED AFTER (1) GROWING SEASON, NO MORE THAN (1) YEAR AFTER INSTALLATION (STEEL TREE STAKES, WIRES, AND HOSES ARE PROHIBITED).

### TREE PROTECTION NOTES:

1. CONTACT DEVELOPMENT SERVICES FOR A TREE REMOVAL PERMIT PRIOR TO REMOVAL OR TRANSPLANTING OF ANY TREES

2. ALL TREES WHICH ARE TO REMAIN ON SITE SHALL BE PROTECTED WITH A (4') TALL BRIGHTLY COLORED PLASTIC FENCE, OR SILT FENCE, PLACED AT THE DRIP LINE OF THE TREES. PRIOR TO THE PRE-CONSTRUCTION MEETING OR OBTAINING A GRADING PERMIT, ALL TREE MARKINGS AND PROTECTIVE FENCING SHALL BE INSTALLED BY THE OWNER AND BE INSPECTED BY

DEVELOPMENT SERVICES. 4. NO EQUIPMENT SHALL BE CLEANED, OR HARMFUL LIQUIDS DEPOSITED WITHIN THE LIMITS OF THE ROOT ZONE OF TREES WHICH REMAIN ON SITE. NO SIGNS, WIRES, OR OTHER ATTACHMENTS SHALL BE ATTACHED TO ANY TREE TO REMAIN ON SITE.

VEHICULAR AND CONSTRUCTION EQUIPMENT SHALL NOT PARK OR DRIVE WITHIN THE LIMITS OF THE DRIP LINE. 7. GRADE CHANGES IN EXCESS OF 3 INCHES (CUT OR FILL) SHALL NOT BE ALLOWED WITHIN A ROOT

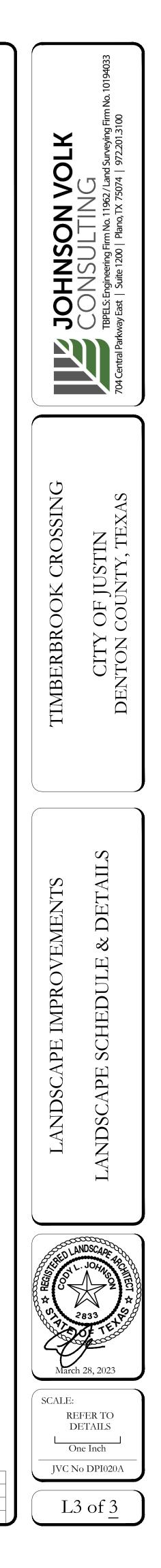
ZONE, UNLESS ADEQUATE TREE PRESERVATION METHODS ARE APPROVED BY THE CITY. 8. NO TRENCHING SHALL BE ALLOWED WITHIN THE DRIP-LINE OF A TREE, UNLESS APPROVED BY THE

9. ALL REMOVED TREES SHALL BE CHIPPED AND USED FOR MULCH ON SITE OR HAULED OFF-SITE. 10. ALL TREE MAINTENANCE TECHNIQUES SHALL BE IN CONFORMANCE WITH INDUSTRY IDENTIFIED STANDARDS. IMPROPER OR MALICIOUS PRUNING TECHNIQUES ARE STRICTLY PROHIBITED.

TOP OF MULCH SHALL BE 1/2" BELOW SIDEWALK - CONCRETE SIDEWALK

PLANTING MIX AS SPECIFIED UNDISTURBED NATIVE SOIL

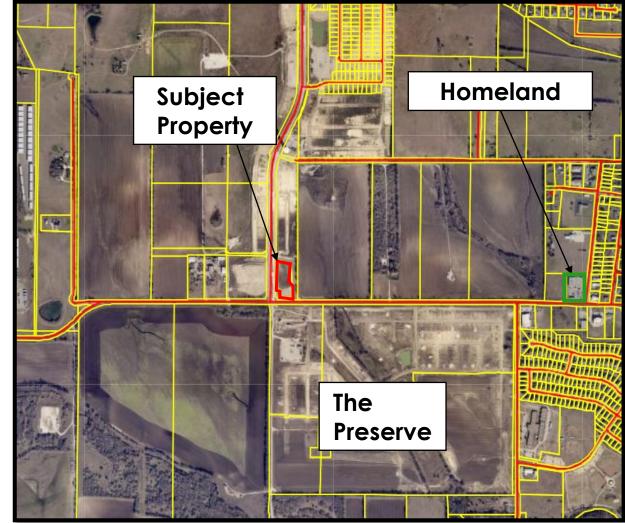
NOT TO SCALE



PUBLIC HEARING: Consider and act upon a recommendation to City Council for a Site Plan with variance request to Chapter 52 related to landscaping generally located northeast from the intersection of Timberbrook Parkway and FM 407.

- The Applicant would also like the Commission and Council to consider reducing the landscape buffer to 10'. According to section 52-204 the City may consider alternative buffer yards as prescribed in the ordinance.
- The Applicant submitted the Site Plan for the approximately 2.039-acre parcel on March 1, 2023, and has been working with Staff to rectify all the requisite comments according to the Code of Ordinances. All departments have reviewed the Site Plan and signed off on the plan except for the variance request to encroach the landscape buffer to the west of the property off Timberbrook Parkway. If the Applicant met all the requirements the plan could be approved administratively.





#### Sec. 52.205. Uses of buffer yards.

A buffer yard may be used for passive recreation, such as pedestrian, bike or equestrian trails, provided that (a) no plant material is eliminated, (b) the total width of the buffer yard is maintained, and all other requirements of this section are met. Buffer yards may not be used for play fields, stables, swimming pools, tennis courts, accessory buildings, parking facilities or trash dumpster locations.

(Ord. No. 639-18A , § 2(Exh. A), 2-26-2018)

#### (2) Buffer yard location.

- a. A buffer yard shall be located within and along the outer perimeter of a lot or boundary line.
- b. Buffer yard canopy trees shall not be planted within a water or sanitary sewer easement.
- c. A buffer yard may overlap a drainage easement if plantings do not impede the flow of water within the easement.
- A buffer yard shall not be located within any portion of an existing or dedicated public street or right-of-way.

### **VARIANCE REQUEST:**

The Applicant is requesting a variance to Sec. 52. 205. of the Code of Ordinances. The attachment is in the packet, however, the language reads as "A buffer yard may be used for passive recreation, such as pedestrian, bike or equestrian trails, provided that (a) no plant material is eliminated, (b) the total width of the buffer yard is maintained, and all other requirements of this section are met. Buffer yards may not be used for play fields, stables, swimming pools, tennis courts, accessory buildings, parking facilities or trash dumpster locations."

### **OTHER REQUEST:**

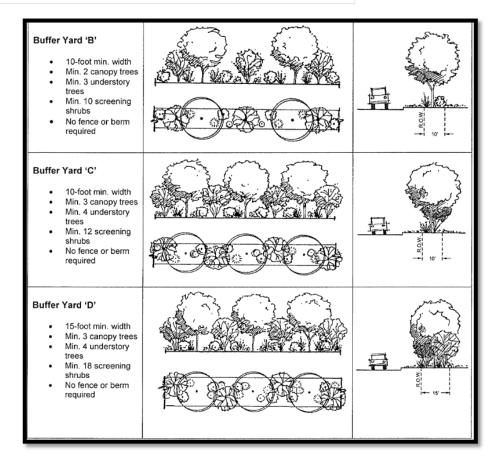
The Applicant is also requesting to utilize the Buffer B Landscape Buffer for the west side of the property, which is 10'. Per Section 52-204 the applicant may seek city approval of an optional buffer yard than is otherwise required.

#### Sec. 52-204. Optional buffer yards.

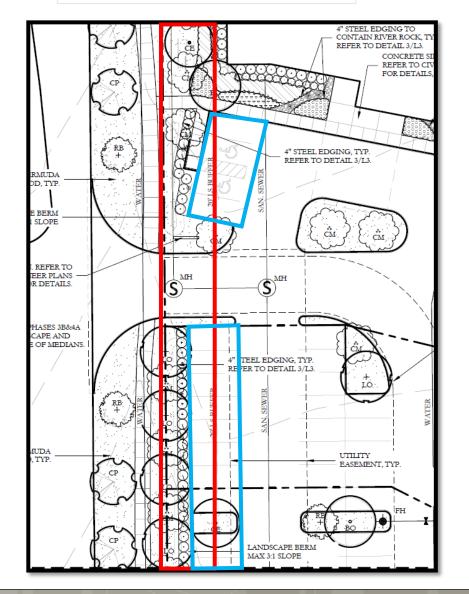
The applicant may seek city approval of an optional buffer yard than is otherwise required, as shown in Table 52-6:

#### Table 52-6: OPTIONAL BUFFER YARDS

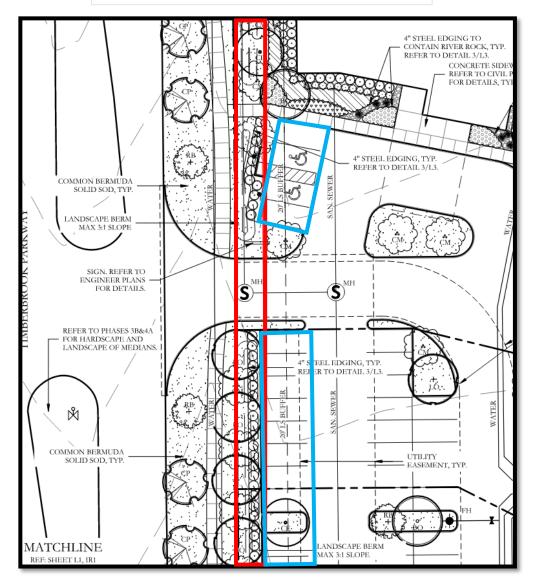
Buffer Yard Required	Optional Buffer Yard	
A	B, C, D, E	
B	C, D, F1	
c	D, F1	
D	F1	
E	B, C, D	
F1	F2	
F2	None	



### 20' Landscape Buffer



### 10' Landscape Buffer



## **TOTAL REQUESTS**

- 1. The Applicant is requesting a variance for the landscape buffer to encroach the parking area on the west side of the property.
- 2. The Applicant is also requesting to utilize the Buffer B Landscape Buffer for the west side of the property, which is 10'. Per Section 52-204 the applicant may seek city approval of an optional buffer yard than is otherwise required.

Action Considered:

• Make a recommendation to City Council to approve, approve with conditions, table with clarification and intent or deny.

## Staff Recommendation:

• Staff has reviewed the application and recommends approval with the condition to reduce the west buffer to Option B (from 20' to 10') to reduce the encroachment into the parking facilities. The Commission and Council can only consider the variance request before them along with the request from the Applicant to seek an alternative Buffer option. The entire Site Plan Package has been submitted for informational purposes to the Commission and Council.

### City Council Meeting

#### July 25, 2023

### Justin City Hall, 415 North College Street

#### City Council Cover Sheet

Agenda Item: 14

Title: Discuss, consider, and act on a Bond Committee.

Department: Administration

Contact: City Manager, Jarrod Greenwood

Recommendation:

Background:

This item is on the agenda for discussion and consideration.

City Attorney Review:

Attachments:

1.

### Board, Commission & Committee Application

First Name	Denver
Last Name	Hill
Address	1227 Brookview Drive
City	Justin
State	TX
Zip Code	76247
Mailing Address (If different)	1227 Brookview Drive
City	Justin
State	TX
Zip Code	76247
Phone Number	8176023466
Email Address	dscotthill4920@gmail.com
Are you over the age of 18?	Yes
Are you a registered voter in Justin?	Yes
Are you a Justin resident, property, business owner, or City Staff?	Yes
Current Occupation/Employer	Commercial Airline Pilot / American Airlines
Education, Licenses, or Certifications	AAS - Aviation Support BA- History Airline Transport Pilot License with 12 type ratings.

Are you a current or past member of a Council-appointed Board, Commission, or Corporation?	Yes
If yes, please specify	I participated in the 2021 Home Rules Charter Committee. I am currently serving as the alternate commissioner for the Planning and Zoning Commission. I am very interested in filling the P&Z Commission's open Place 2 position.
On which Board, Commission, or Committee are you interested in serving? (First Choice)	Planning and Zoning Commission
If you have a second choice for a Board, Commission, or Committee on which you would like to serve, please also select that.	Field not completed.
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?	I have several years of leadership experience in the aviation industry. I also have volunteered and served in the past with the City of Justin.
List any additional information which you believe would be of value for the City Council to know about you.	My family and I have lived in Justin for 12 years and currently reside in the new Timberbrook development. My wife and I plan on spending several more years in this wonderful community before my retirement.
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	No

or any obligation to any person or entity which might constitute a conflict of interest?	
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.	Denver Hill
Date of Submission	6/21/2023

Email not displaying correctly? View it in your browser.