WORKSHOP & REGULAR MEETING
OF THE TOWN COUNCIL

Tuesday, October 21, 2025
6:00 PM
Little Elm Town Hall
100 W Eldorado Parkway, Little Elm, TX 75068

1. **Call to Order Council Workshop at 6:00 p.m.**

   A. Present and Discuss a **Recap of Diwali at Beach and Tacos and Beats.**

   B. Present and Discuss **Proposed Updates to the Town's Fire Codes.**

2. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**

   A. Invocation.

   B. Pledge to Flags.

   C. Items to be Withdrawn from Consent Agenda.

   D. Emergency Items if Posted.

   E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

F. **Presentation of Monthly Updates.**
Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

3. **Presentations.**

A. Present a **Proclamation Declaring October 2025 as National Chiropractic Health Month.**

B. Present a **Proclamation Recognizing October 24, 2025 as World Polio Day.**

4. **Public Comments**
Persons may address the Town Council on any issue for up to three (3) minutes. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.007, Texas Government Code.

5. **Consent Agenda**
All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

A. Consider Action to Approve the **Minutes from the September 30, 2025, Town Council Meeting.**

B. Consider Action to Authorize the **Town Manager to Execute All Contract Documents Associated with the Renewal of Employee Benefits including Blue Cross Blue Shield of Texas, Superior Vision, Dear Born and Alliance Work Partners.**

C. Consider Action to Approve a **Change Order with Prime Controls to Upgrade the Utility System's Supervisory Control And Data Acquisition (SCADA) Operating Software Conversion to VT SCADA.**

D. Consider Action to Approve a **Professional Services Agreement with Cobb Fendley regarding Development Plan Review Services for Fiscal Year 2025-2026 in an estimated annual amount of $120,000 and to Authorize the Town Manager to Execute the Agreement.**

E. Consider Action to Approve the **Interlocal Cooperation Agreement for Library Services between Denton County, Texas and the Town of Little Elm, Texas.**

F. Consider Action to Approve **Resolution No. 1021202501 of the Town of Little Elm, Texas, Determining the Costs of Certain Improvement Area #2 Improvements to be financed within Improvement Area #2 of the Spiritas Ranch Public Improvement District; approving a Preliminary Service Plan and Assessment Plan, including a Proposed Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements; Calling for and Noticing a Public Hearing for November 18, 2025, to consider an Ordinance Levying Assessments on Property located within Improvement Area #2 of the District; Directing the Filing of the Proposed Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements with the Town Secretary; and directing Town Staff to Publish and Mail Notice of Said Public Hearing.**

G. Consider Action to Approve **Resolution No. 1021202502 Approving the Submission of a Grant Application to the Office of the Governor for the 2025-2026 Rifle-Resistant Body Armor Grant Program.**

H. Consider Action to Approve **Appointments to the Planning and Zoning (P&Z) Commission.**

I. Consider Action to Approve a **Waiver of Fees for the Rock the Dock 1K and 5K Run.**

J. Consider Action to Approve **Amendment No. 1 to the Interlocal Agreement (ILA) between the Town of Little Elm and the City of Frisco regarding the King Road Expansion Project.**

K. Consider Action to Approve **Resolution No. 1021202503 Recommending Appointing of Voting Director of Highway 380 Municipal Management District No. 1, Commonly Known as Union Park.**

6. **Regular Items.**

A. Hold A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1826 Regarding A Request To Amend An Existing Specific Use Permit (SUP) For A Banquet Hall Use, Generally Located At 1000 West Eldorado, Currently Zoned Planned Development (PD) With A Light Commercial (LC) Base, Through Ordinance No. 1538, In Order To Increase The Area To 1,818 Square Feet.**

- **Open Public Hearing:**
- **Receive Public Comments:**
- **Close Public Hearing:**
- **Take Action on Ordinance No. 1826:**

B. Hold A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1827 Regarding A Request For A Specific Use Permit (Sup) For A 865-Square-Foot Standalone Quick-Service Restaurant With A Drive-Thru Component, Generally Located Within The Rosebriar Market Place, Approximately 1,000 Feet From The Intersection Of Little Elm Parkway And Fm 423.**

- **Open Public Hearing:**
- **Receive Public Comments:**
- **Close Public Hearing:**
- **Take Action on Ordinance No. 1827:**

7. **Convene in Executive Session pursuant to Texas Government Code:**

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personnel matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

8. **Reconvene into Open Session**

Discussion and consideration to take any action necessary as the result of the Executive Session:

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personnel matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

9. **Adjourn.**

Pursuant to the Texas Open Meeting Act, (Chapter 551, Texas Government Code), one or more of the above items will be taken or conducted in open session following the conclusion of the executive closed session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0452 two days prior to the meeting so appropriate arrangements can be made. **BRAILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the Town's website this 15th day of October 2025 before 5:00 p.m.

Date:	10/21/2025
Agenda Item #:	1. A.
Department:	Administrative Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Drew Bailey, Director of Tourism & Communications

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AGENDA ITEM:

Present and Discuss a **Recap of Diwali at Beach and Tacos and Beats.**

DESCRIPTION:

Town staff will provide a recap of Diwali at Beach and Tacos and Beats.

BUDGET IMPACT:

There is no budget impact to this item.

RECOMMENDED ACTION:

Information only, no action required.

Date:	10/21/2025
Agenda Item #:	1. B.
Department:	Fire
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Paul Rust, Fire Chief

AGENDA ITEM:

Present and Discuss **Proposed Updates to the Town's Fire Codes.**

DESCRIPTION:

The Town is currently operating under the 2018 International Fire Code, which has had two adopted changes since the last implementation. This item will review the proposed updates to adopt the 2024 International Fire Codes. This will not only ensure the highest current standards for public health, safety, and welfare, but it is also required to maintain the Little Elm Fire Department's ISO 1 rating allows the Town to be fully compliant with the Texas Fire Chiefs' Best Practices.

The Fire Marshal's Office has worked diligently with surrounding Fire Departments, our Building Department team, Planning, Engineering, the EDC, and Community Integrity to ensure we have created a set of Fire Codes that best fit the future growth of the Town of Little Elm. As we continue to grow the Fire Marshal's Office, along with the other departments mentioned, we will ensure we support the Fire and Life Safety codes for our community.

Below is a summary of some proposed changes:

1. Enhanced Public Safety and Protection

- **Incorporates Latest Research:** The code is updated to reflect new findings from building science, field experience, and assessments following catastrophic events, improving resilience in new and existing structures.
- **Addresses Modern Hazards:** It introduces provisions for new and evolving risks, such as:
  - **Lithium-ion Batteries and Energy Storage Systems (ESS):** Specific requirements for the research, manufacturing, storage, and charging of lithium-ion batteries and ESS.
- **Mandatory Carbon Monoxide (CO) Detection:** Expands the requirement for CO alarms or detection systems to **all types of occupancies**, not just residential and schools.

2. Community and Economic Benefits

- **Maintains or Improves ISO Rating:** Adopting the most recent codes is often required to maintain a good ISO Building Code Effectiveness Grading Schedule (BCEGS) classification or ISO rating. A better rating can lead to **lower insurance costs** for residents and businesses.
- **Clearer, Easier Compliance:** The 2024 edition features significant formatting changes (such as a single-column layout and QR codes for changes) to improve readability, clarity, and ease of use for officials, designers, and builders.
- **Modernizes Construction and Technology:** It introduces requirements that accommodate new construction methods, technologies, and innovative materials.
- **Aligns with Other Codes:** Adoption ensures the fire code is aligned with the latest editions of related codes, such as the International Building Code (IBC).

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends direction from Town Council.

Date:	10/21/2025
Agenda Item #:	3. A.
Department:	Administrative Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Caitlan Biggs, Assistant Town Manager

AGENDA ITEM:

Present a **Proclamation Declaring October 2025 as National Chiropractic Health Month.**

DESCRIPTION:

Mayor Cornelious will present a proclamation declaring October 2025 as National Chiropractic Health Month.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2025 National Chiropractic Health Month Proclamation

LITTLE ELM

Proclamation

WHEREAS, chronic musculoskeletal pain is a widespread problem in the United States and around the world due to factors such as the aging population, an increase in obesity, and sedentary lifestyles;

WHEREAS, worldwide, back pain is the single leading cause of disability and historically one of the most common reasons why people are prescribed opioid pain medications;

WHEREAS, the number of people worldwide living with back pain is projected to increase by 36% to more than 800 million over the next 30 years;

WHEREAS, pain medications have for years been the go-to treatment for musculoskeletal conditions; however, research today shows that opioid pain medications are not a good strategy for managing chronic low back pain long term and many people prefer better, safer options to manage their pain;

WHEREAS, clinical guidelines from leading healthcare organizations such as the CDC and the American College of Physicians now encourage patients with common musculoskeletal pain to try non-drug treatments first;

WHEREAS, research studies demonstrate that patients who receive chiropractic services first may be able to significantly reduce or eliminate their reliance on prescription opioids;

WHEREAS, doctors of chiropractic are experts in musculoskeletal health and offer a variety of non-drug approaches to treat musculoskeletal conditions such as back pain, neck pain, joint pain and tension headaches, along with advice on nutrition, injury prevention, ergonomics, and lifestyle modifications for optimal health and wellness;

WHEREAS, with the theme “Get Started with Chiropractic,” National Chiropractic Health Month 2025 reminds citizens of The Town of Little Elm that chiropractors can help them maintain and improve their musculoskeletal health throughout their lifetime and may also help them to reduce their need for prescription pain medications for common musculoskeletal conditions;

NOW, THEREFORE, the Town of Little Elm officially joins with the American Chiropractic Association (ACA) and Texas Chiropractic Association (TCA) in proclaiming the month of October 2025 as **National Chiropractic Health Month**.

Given under my hand and Seal of the Town of Little Elm, Texas, this 21st day of October, 2025.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	10/21/2025
Agenda Item #:	3. B.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Caitlan Biggs, Assistant Town Manager

AGENDA ITEM:

Present a **Proclamation Recognizing October 24, 2025 as World Polio Day.**

DESCRIPTION:

Mayor Cornelious will present a proclamation recognizing October 24, 2025 as World Polio Day.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Information only, no action required.

Attachments

2025 World Polio Day Proclamation

LITTLE ELM

Proclamation

WHEREAS, in 1975, before widespread immunization against polio, almost 6,000 children were paralyzed in the Americas due to the disease; and

WHEREAS, there is no cure for polio, but it's preventable with vaccination; and

WHEREAS, in 1991, the last 6 cases of polio in the Americas were reported and in 1994, the disease was formally declared eliminated from the region by an international commission. Progress in vaccinating against polio has continued. Today, only Pakistan and Afghanistan report cases, and the world is getting closer to eradication; and

WHEREAS, on October 24, World Polio Day, the Pan American Health Organization (PAHO) is celebrating 26 years of being certified polio-free in North, Central and South America, as well as in the Caribbean.

WHEREAS, the children of the Americas have guaranteed access to vaccines that are free, safe and high-quality. Vaccination has been considered a social good, with universal and equal access to everyone. PAHO helps make vaccination sustainable through its Revolving Fund, which most Latin America and Caribbean countries use to purchase the vaccines, needles and other supplies used by the immunization programs. The fund helps countries by providing vaccines and supplies at affordable prices.; and

WHEREAS, the global efforts that resulted in these achievements were led by the Global Polio Eradication Initiative (GPEI), headed by WHO, Rotary International, the United States Centers for Disease Control and Prevention (CDC), and UNICEF.

NOW, THEREFORE, we recognize October 24, 2025 as **World Polio Day** in the Town of Little Elm, Texas, and urge all residents, businesses, and institutions to join the Little Elm Rotary Club in their efforts to spread awareness and eradication of polio worldwide.

Given under my hand and Seal of the Town of Little Elm, Texas, this 21st day of October, 2025.

_____

Curtis J. Cornelious, Mayor of Little Elm

Date:	10/21/2025
Agenda Item #:	5. A.
Department:	Administrative Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Caitlan Biggs, Assistant Town Manager

AGENDA ITEM:

Consider Action to Approve the **Minutes from the September 30, 2025, Town Council Meeting.**

DESCRIPTION:

The minutes from the September 30, 2025, Town Council meeting are attached for approval.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Minutes - September 30, 2025

D R A F T

Minutes
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068
214-975-0404
http://www.littleelm.org

REGULAR TOWN COUNCIL MEETING
TUESDAY SEPTEMBER 30, 2025 - 6:00 p.m.

Present: Mayor Curtis J. Cornelious; Mayor Pro Tem Tony Singh; Deputy Mayor Pro Tem Andrew Evans; Council Member Michel Hambrick; Council Member Ken Eaken; Council Member Idalia Maria Amaya

Absent: Council Member Jamell T. Johnson

1. Roll Call/Call to Order Regular Town Council at 6:00 p.m.

Meeting was called to order at 6:01 p.m.

A. Invocation.

Councilmember Idalia Maria Amaya gave the invocation.

B. Pledge to Flags.

C. Items to be Withdrawn from Consent Agenda.

None.

D. Emergency Items if Posted.

None.

E. Request by the Town Council for Items to be Placed on a Future Agenda for Discussion and Recognition of Excused Absences.

None.

F. Presentation of Monthly Updates.

Presentation of monthly updates from department heads: concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.

Tourism and Communication Director Drew Bailey presented a recap of Autumn Fest 2025.

She also introduced the new marketing team.

G. Town Council to Highlight Items on the Agenda Needing Further Discussion or Comments Prior to the Regular Session.

Mayor Pro Tem Tony Singh thanked staff for their assistance at Diwali at Beach.

2. **Presentations.**

A. Present a **Proclamation Recognizing the Little Elm Independent School District Ballet Folklórico Program.**

The Mayor presented the proclamation.

3. Public Comments

Persons may address the Town Council on any issue for up to three (3) minutes. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.007, Texas Government Code.

None.

4. Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately.

Motion by Council Member Ken Eaken, seconded by Council Member Michel Hambrick ***To approve the consent agenda.***

Vote: 6 - 0 - Unanimously

A. Consider Action to Approve the **Minutes from the September 16, 2025, Town Council Meeting.**

B. Consider Action to Approve **Appointments for the Charter Review Committee.**

C. Consider Action to **Ratify the Authorization of the Town Manager to execute on behalf of the Town Settlement Documentation relative to the State of Texas' and other Governmental Entities' Litigation against Allergan, CVS, Walmart, and Walgreens for the Marketing, Sale, and Dispensing of Opioids, and to take all actions incident and related thereto.**

D. Consider Action to Approve **Resolution 0930202501 Finding that Oncor Electric Delivery Company LLC's Application to Change Rates within the Town should be Denied; Finding that the Town's Reasonable Rate Case Expenses Shall be Reimbursed by the Company; Finding that the Meeting at which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel.**

E. Consider Action to Approve an **Interlocal Agreement to Provide Fire Protection and Emergency Ambulance Services to Unincorporated Areas and Special Districts Adjacent to the Town Limits.**

F. Consider Action to Approve a **Construction Manager at Risk (CMAR) Contract to Dean Construction for the Little Elm Park Improvements Project.**

5. Regular Items.

A. Hold A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1825 Regarding A Request For A Specific Use Permit (SUP) For A 3,389 Square Foot Liquor Store Use, Generally Located At 1767 Old State Highway 24, Currently Zoned Planned Development (PD) With A Light Commercial (LC) Base, Through Ordinance No. 1477, In Order To Allow For The Sale Of Alcoholic Beverages For Off-Site Consumption, And The Sale Of Vape Items, Cigars, CBD, And Other Smoke Accessories.**

- **Open Public Hearing:**
- **Receive Public Comments:**
- **Close Public Hearing:**
- **Take Action on Ordinance 1825:**

Assistant Director Olga Chernomorets gave an overview of the item in the attached presentation.

- **Open Public Hearing: 6:51 p.m.**
- **Receive Public Comments: None**
- **Close Public Hearing: 6:52 p.m.**

Motion by Council Member Michel Hambrick, seconded by Deputy Mayor Pro Tem Andrew Evans ***to approve Ordinance No. 1885 with the conditions recommended by staff.***

Vote: 5 - 1

6. Convene in Executive Session pursuant to Texas Government Code:

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.

- Section 551.074 of the Texas Government Code to discuss and deliberate personnel matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Town Council convened into Executive Session at 6:52 p.m.

7. Reconvene into Open Session

Discussion and consideration to take any action necessary as the result of the Executive Session:

- Section 551.071 for private consultation with the Town Attorney to seek legal advice with respect to pending and contemplated litigation and including all matters on this agenda to which the Town Attorney has a duty under the Texas Rules of Discipline and Professional conduct regarding confidential communication with the Town Council.
- Section 551.072 to discuss certain matters regarding real property.
- Section 551.074 of the Texas Government Code to discuss and deliberate personnel matters to evaluate performance duties, of a public officer or employee(s).
- Section 551.076 to discuss security matters.
- Section 551.087 to discuss Economic Development.

Town Council reconvened into Open Session at 7:02 p.m. No action taken.

8. Adjourn.

Meeting was adjourned at 7:02 p.m.

Respectfully,

Caitlan Biggs
Town Secretary

Passed and Approved this _____day of _____2025.

Date:	10/21/2025
Agenda Item #:	5. B.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Deidre Hale, Director of Employee Experience

AGENDA ITEM:

Consider Action to Authorize the **Town Manager to Execute All Contract Documents Associated with the Renewal of Employee Benefits including Blue Cross Blue Shield of Texas, Superior Vision, Dear Born and Alliance Work Partners.**

DESCRIPTION:

Annually the Town and our broker, McGriff, Seibels & Williams, Inc., will negotiate with our insurance providers for Health, Dental, Vision, Life, AD&D, EAP Program, Long-term Disability and Short-term Disability. The process is necessary to insure competitive rates for the Town and for the employees. Below is an overview of the renewal:

The Town's Health Insurance provider, since November 2014, has been Blue Cross Blue Shield. After extensive negotiations by staff, Blue Cross Blue Shield has given us a 12.5% increase in the year 2025-2026 rates.
The Town's dental insurance provider, since November 2019, has been Blue Cross Blue Shield. After extensive negotiations by staff, Blue Cross Blue Shield has given us a 3.2% increase in the year 2025-2026 rates.
The Town's vision insurance offered by Superior since 2010, is under a rate guarantee, therefore no increase.
The Town's Life, AD&D, Long Term and Short Term offered by Mutual of Omaha since 2017, is under a rate guarantee, therefore no increase.
The Town's EAP offered by Alliance Works Partner since 2019, is under a rate guarantee, therefore no increase.

BUDGET IMPACT:

This contract is included in the FY26 Budget. Accordingly, no further financial impact is anticipated.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Renewal Analysis

Town of Little Elm
Projected 1-1-2026 Medical Contributions

Town Pays 100% of EO and 50% of Dependent Premium

Medical-BCBS of TX CURRENT

Tier	# of EE's	EE Cost	EEMonthly Cost	EE Annual Cost	ER Cost	ER Monthly Cost	ER Annual Cost	Total Rate	Total Mo. Cost	Total Ann. Cost
EE	132	$0.00	$0.00	$0.00	$810.75	$107,019.00	$1,284,228.00	**$810.75**	**$107,019.00**	**$1,284,228.00**
EE + Sp	6	$537.31	$3,223.86	$38,686.32	$1,348.06	$8,088.36	$97,060.32	**$1,885.37**	**$11,312.22**	**$135,746.64**
EE + Ch	55	$252.38	$13,880.90	$166,570.80	$1,063.13	$58,472.15	$701,665.80	**$1,315.51**	**$72,353.05**	**$868,236.60**
EE + Fam	41	$753.00	$30,873.00	$370,476.00	$1,563.75	$64,113.75	$769,365.00	**$2,316.75**	**$94,986.75**	**$1,139,841.00**
Totals	**234**		**$47,977.76**	**$575,733.12**		**$237,693.26**	**$2,852,319.12**		**$285,671.02**	**$3,428,052.24**
Tier	**# of EE's**	**EE Cost**	**EEMonthly Cost**	**EE Annual Cost**	**ER Cost**	**ER Monthly Cost**	**ER Annual Cost**	**Total Rate**	**Total Mo. Cost**	**Total Ann. Cost**
EE	58	$0.00	$0.00	$0.00	$780.38	$45,262.04	$543,144.48	**$780.38**	**$45,262.04**	**$543,144.48**
EE + Sp	2	$517.26	$1,034.51	$12,414.12	$1,297.64	$2,595.27	$31,143.24	**$1,814.89**	**$3,629.78**	**$43,557.36**
EE + Ch	20	$242.95	$4,859.00	$58,308.00	$1,023.33	$20,466.60	$245,599.20	**$1,266.28**	**$25,325.60**	**$303,907.20**
EE + Fam	13	$724.92	$9,423.96	$113,087.52	$1,505.30	$19,568.90	$234,826.80	**$2,230.22**	**$28,992.86**	**$347,914.32**
Totals	**93**		**$15,317.47**	**$183,809.64**		**$87,892.81**	**$1,054,713.72**		**$103,210.28**	**$1,238,523.36**

Total Annual Cost	**$759,542.76**		**$3,907,032.84**	**$4,666,575.60**
		HSA Funding	**$112,000.00**	
		Total ER Cost	**$4,019,032.84**	

Medical-BCBS of TX Renewal (12.5% increase)

Tier	# of EE's	EE Cost	EEMonthly Cost	EE Annual Cost	ER Cost	ER Monthly Cost	ER Annual Cost	Total Rate	Total Mo. Cost	Total Ann. Cost	EE Increase
EE	132	$0.00	$0.00	$0.00	$912.13	$120,401.16	$1,444,813.92	**$912.13**	**$120,401.16**	**$1,444,813.92**	**$0.00**
EE + Sp	6	$604.50	$3,626.97	$43,523.64	$1,516.63	$9,099.75	$109,197.00	**$2,121.12**	**$12,726.72**	**$152,720.64**	**$67.18**
EE + Ch	55	$283.94	$15,616.43	$187,397.10	$1,196.07	$65,783.58	$789,402.90	**$1,480.00**	**$81,400.00**	**$976,800.00**	**$31.56**
EE + Fam	41	$847.16	$34,733.36	$416,800.26	$1,759.29	$72,130.69	$865,568.22	**$2,606.44**	**$106,864.04**	**$1,282,368.48**	**$94.16**
Totals	**234**		**$53,976.75**	**$647,721.00**		**$267,415.17**	**$3,208,982.04**		**$321,391.92**	**$3,856,703.04**	
Tier	**# of EE's**	**EE Cost**	**EEMonthly Cost**	**EE Annual Cost**	**ER Cost**	**ER Monthly Cost**	**ER Annual Cost**	**Total Rate**	**Total Mo. Cost**	**Total Ann. Cost**	**EE Increase**
EE	58	$0.00	$0.00	$0.00	$877.96	$50,921.68	$611,060.16	**$877.96**	**$50,921.68**	**$611,060.16**	**$0.00**
EE + Sp	2	$581.93	$1,163.86	$13,966.32	$1,459.89	$2,919.78	$35,037.36	**$2,041.82**	**$4,083.64**	**$49,003.68**	**$64.67**
EE + Ch	20	$273.33	$5,466.60	$65,599.20	$1,151.29	$23,025.80	$276,309.60	**$1,424.62**	**$28,492.40**	**$341,908.80**	**$30.38**
EE + Fam	13	$815.57	$10,602.35	$127,228.14	$1,693.53	$22,015.83	$264,189.90	**$2,509.09**	**$32,618.17**	**$391,418.04**	**$90.65**
Totals	**93**		**$17,232.81**	**$206,793.66**		**$98,883.09**	**$1,186,597.02**		**$116,115.89**	**$1,393,390.68**	

Total Annual Cost	**$854,514.66**		**$4,395,579.06**	**$5,250,093.72**
		HSA Funding	**$112,000.00**	
		Total ER Cost	**$4,507,579.06**	

Town of Little Elm
Proposed 1-1-2026 Dental Contributions

Dental-Current (TOL pays 100% EO & 50% Dependent Cost)

Tier	# of EE's	EE Cost	EEMonthly Cost	EE Annual Cost	ER Cost	ER Monthly Cost	ER Annual Cost	Total Rate	Total Mo. Cost	Total Ann. Cost	ER % Cont.
EE	181	$0.00	$0.00	$0.00	$37.54	$6,794.74	$81,536.88	**$37.54**	**$6,794.74**	**$81,536.88**	**100%**
EE + Sp	19	$20.49	$389.31	$4,671.72	$58.03	$1,102.57	$13,230.84	**$78.52**	**$1,491.88**	**$17,902.56**	**100% / 50%**
EE + Ch	63	$27.45	$1,729.35	$20,752.20	$64.99	$4,094.37	$49,132.44	**$92.44**	**$5,823.72**	**$69,884.64**	**100% / 50%**
EE + Fam	68	$50.65	$3,443.86	$41,326.32	$88.19	$5,996.58	$71,958.96	**$138.83**	**$9,440.44**	**$113,285.28**	**100% / 50%**
Totals	**331**		**$5,562.52**	**$66,750.24**		**$17,988.26**	**$215,859.12**		**$23,550.78**	**$282,609.36**	

Dental-Renewal (TOL pays 100% EO & 50% Dependent Cost)

Tier	# of EE's	EE Cost	EEMonthly Cost	EE Annual Cost	ER Cost	ER Monthly Cost	ER Annual Cost	Total Rate	Total Mo. Cost	Total Ann. Cost	ER % Cont.
EE	181	$0.00	$0.00	$0.00	$38.74	$7,011.94	$84,143.28	**$38.74**	**$7,011.94**	**$84,143.28**	**100%**
EE + Sp	19	$21.15	$401.76	$4,821.06	$59.89	$1,137.82	$13,653.78	**$81.03**	**$1,539.57**	**$18,474.84**	**100% / 50%**
EE + Ch	63	$28.33	$1,784.79	$21,417.48	$67.07	$4,225.41	$50,704.92	**$95.40**	**$6,010.20**	**$72,122.40**	**100% / 50%**
EE + Fam	68	$52.27	$3,554.02	$42,648.24	$91.01	$6,188.34	$74,260.08	**$143.27**	**$9,742.36**	**$116,908.32**	**100% / 50%**
Totals	**331**		**$5,740.57**	**$68,886.78**		**$18,563.51**	**$222,762.06**		**$24,304.07**	**$291,648.84**	

Date:	10/21/2025
Agenda Item #:	5. C.
Department:	Public Works
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Jason Shroyer, Director of Public Works

AGENDA ITEM:

Consider Action to Approve a **Change Order with Prime Controls to Upgrade the Utility System's Supervisory Control And Data Acquisition (SCADA) Operating Software Conversion to VT SCADA.**

DESCRIPTION:

The Town has utilized Wonderware as the utilities Supervisory Control and Data Acquisition (SCADA) system control software. While conducting necessary SCADA system improvements on hardware components in our wastewater collection system, water distribution system, and wastewater treatment plant, we were advised by our consultant engineer group, Freese and Nichols, Inc., that the current operating system was outdated and not the best application for a system of our size.

The Town contracted with Signature Automation in 2024 as a consultant to evaluate the utility systems, both hardware and software, and design necessary improvements to be installed to better manage the system. During the evaluation process, Signature Automation also recognized the need to upgrade the SCADA operating software and recommended VT SCADA as an excellent and long-term solution for system controls. Once the design for upgrading our system was completed, Prime Controls was awarded the contract to implement the construction phase of the project. While upgrading the systems, Prime Controls also noted that the current operating system was dated, had limitations, and the costs to operate made it an inefficient software platform moving forward. Prime Controls also recommended VT SCADA as an excellent operational software solution for our system.

Staff visited the City of Plano utility offices to meet with their team and evaluate their VT SCADA system and operations. Plano has been utilizing VT SCADA for about three years, and they were pleased with the software and its ease of use, controls, reporting, and historical trends tracking capabilities. Little Elm staff saw the significant improvement which VT SCADA offered over our current control software and agreed with the recommendation of all three consultant groups.

As the hardware SCADA system upgrades were completed in September of 2025 with funds

allocated in the Capital Improvement Plan (CIP) budget, there were funds remaining which would allow for the software conversion as well. Prime Controls was selected to perform the software conversion and implementation process to transition from Wonderware to VT SCADA. There was $1.5 million budgeted for SCADA improvements in the 2024 CIP budget. The system improvements, which were completed in September of 2025, left $121,915 unspent for the project. Prime Controls can perform the system upgrade under a change order to the current contract for $159,444. The remaining CIP funds for this project and current operations budget funds in the Utilities Department of $38,000 will allow for the SCADA system to be fully upgraded with hardware and software improvements.

BUDGET IMPACT:

Prime Controls will perform the system upgrade under a change order to our SCADA project for $159,444.
Funds were budgeted in the 2025 CIP budget for utilities at $1.5 million for SCADA system upgrades. $121,915 remains from that budget.
$38,000 will be utilized from the current Utility operating budget to cover the remaining funds necessary to perform the service.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Prime Controls Change Order

CHANGE ORDER REQUEST

1725 Lakepointe Dr.
Lewisville, TX 75057
Phone: 972.221.4849 | Fax: 972.420.4842
www.prime-controls.com

C.O.:	001
	10/2/2025
Customer:	Town of Little Elm
Contract No.:	230355
Address:	100 W. Eldorado
Engineer:	City Engineer
Attn:	Cory Murphy
Initiated By:	Owner

PROJECT NAME
Town of Little Elm - Phase I SCADA Improvements

Cory,

Prime Controls is please to offer you the following proposal for the SCADA system upgrade to VTscada. This includes fully licensed VTscada 5000 tag dual server premium unlimited software package, HMI screen development workshops to develop new HMI graphics and standards, setup of integrated alarm callouts, and migrating and cleanup of existing SCADA system tags and database. Pricing DOES NOT include server hardware, server hardware will be provided by the Town of Little Elm.

ADDITION(S) SUBTOTAL COST BREAKDOWN

Materials	$	40,700.68
Labor	$	118,743.32
TOTAL	$	159,444.00

CHANGE ORDER COST BREAKDOWN

ADDITION SUBTOTAL COST	$	159,444.00
TOTAL	$	159,444.00

CHANGE ORDER REQUEST

SCOPE OF WORK

1.	Provide fully licensed VTscada 5000 tag dual server premium unlimited software package.
2.	Hot standby redundant server licensing.
3.	HMI screen development workshops to develop new HMI graphics and standards.
4.	Setup of integrated alarm callouts.
5.	PLC development needed to accommodate the new VTscada SCADA application.
6.	Unlimited thin clients.
7.	Migrating and cleanup of existing SCADA system tags and database.
8.	Testing and commissioning of new system

CLARIFICATIONS

1.	Prior to commencement of work, Prime Controls requests an executed copy of this change order request. We expect this change will be accepted in a timely manner. Prime Controls is not liable for schedule delays associated with this change in the scope of work.
2.	Our Proposal is valid for 15 days from the date of this letter. Pricing is subject to change based on approval date.
3.	Conduit and wire not provided or installed by Prime.

SCHEDULE

Additional calendar days requested from the date of notice to proceed. _____

ATTACHMENTS

1.	Prime Controls VT SCADA Proposal Q2557001-267
2.	

PROPOSAL APPROVAL

APPROVED BY: _____ DATE: _____

Should you have any questions regarding this change order request please feel free to contact us.



PRIME CONTROLS
1725 LAKEPOINTE DRIVE LEWISVILLE, TX 75057
PHONE 972-221-4849 FAX 972-420-4842

September 11, 2025

To: City of Little Elm

Attn: Cory Murphy

Ref: VTscada Upgrade
Prime Controls Quote No.: Q2557001-267

PRIME CONTROLS PROPOSAL

Prime Controls is pleased to offer this proposal for the SCADA system upgrade to VTscada.

Services to be provided by Prime Controls include the following major items:

ITEM	SERVICE
1.	SCADA system upgrade to VTscada

PROPOSAL CLARIFICATIONS

ITEM	CLARIFICATION
1.	Pricing does not include Sales Taxes or Bonding costs.
2.	Pricing shall be valid for 30 days only from proposal date.
3.	Pricing includes fully licensed VTscada 5000 tag dual server premium unlimited software package
4.	Pricing includes hot standby redundant server licensing
5.	Pricing includes HMI screen development workshops to develop new HMI graphics and standards
6.	Pricing includes setup of integrated alarm callouts (**this will replace the need for WIN-911**)
7.	Pricing includes any PLC development needed to accommodate the new VTscada SCADA application
8.	Pricing includes unlimited thin clients
9.	Pricing includes migrating and cleanup of existing SCADA system tags and database
10.	Pricing includes testing and commissioning of new system
11.	Pricing includes testing and commissioning of call out and alarms
12.	***Pricing DOES NOT include server hardware, server hardware will be provided by customer***
13.	Acceptance of an order shall be subject to the attached General Terms & Conditions. These General Terms and Conditions are superseded by current Master Service Agreements (MSAs), Contracts, Subcontracts and/or Blanket Purchase Orders that authorize this work.

PROPOSAL PRICING

BID ITEM	BASE BID	PRICING
1.	SCADA system upgrade to VTscada	$159,444.00
	TOTAL BID	**$159,444.00**

Date:	10/21/2025
Agenda Item #:	5. D.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Director of Development Services

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AGENDA ITEM:

Consider Action to Approve a **Professional Services Agreement with Cobb Fendley regarding Development Plan Review Services for Fiscal Year 2025-2026 in an estimated annual amount of $120,000 and to Authorize the Town Manager to Execute the Agreement.**

DESCRIPTION:

The Town has a Master Service Agreement that allows the Town to utilize Cobb Fendley for 3rd party engineering plan review. This work order supports our customer service initiative to review plans within 10 business days for the 2025-2026 fiscal year.

BUDGET IMPACT:

Funding for this expenditure is included in the FY26 General Fund current approved budget. Funds will be committed at the issuance of a purchase order.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Cobb Fendley WO FY 25-26

EXHIBIT B - WORK ORDER

MAPS # 2023-0603

MAPS DATE: 7-30-2024

Pursuant to and subject to the referenced Master Agreement for Professional Services (MAPS), between the Town of Little Elm, Texas ("Owner"), and **Cobb, Fendley & Associates, Inc.** ("Consultant"), Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

Work Order # 2023-0603.02 **Project Name:** 3rd party engineering review services

OWNER PROVIDED INFORMATION:

Work Site:	N/A
Work to be Performed:	See below
Drawings/Plans are/are not attached:	N/A
Specifications are/are not attached:	N/A
Date and Time to Commence:	October 1, 2025
Date and Time to Complete:	September 30, 2026 (for Work Order), Each plan review will have its own independent schedule.
Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by Owner:	N/A
Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: Town of Little Elm Accounts Payable 100 W. Eldorado Pkwy. Little Elm, TX 75068 Email to: accounts.payable@littleelm.org Include work order number, PO number, billing period, and project name,
Other Requirements or Variance from MSA (if any):	

CONSULTANT PROVIDED INFORMATION:

Compensation: $150,000

Scope of Work: Review residential and commercial development plans and plats submitted to the Town by Developers / Engineers for compliance

with Town and State design codes, engineering design standards, and development agreements; attend Development Review Committee Meetings; and track receipt and distribution of plan review comments.

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

TOWN OF LITTLE ELM	Cobb, Fendley & Associates, Inc.
	Ted B. Sugg, P.E. Digitally signed by Ted B. Sugg, P.E. DN: C=US, E=tsugg@cobbfendley.com, O=CobbFendley, CN="Ted B. Sugg, P.E." Reason: Approve Document Date: 2025.09.17 09:48:28-05'00'
Rebecca Hunter,	Ted Sugg, PE
	Principal | Municipal Department Manager
	09/17/2025
Date	Date

Date:	10/21/2025
Agenda Item #:	5. E.
Department:	Administrative Services
Strategic Goal:	Ensure strong relationship within the community and region
Staff Contact:	Chad Hyde, Assistant Town Manager

AGENDA ITEM:

Consider Action to Approve the **Interlocal Cooperation Agreement for Library Services between Denton County, Texas and the Town of Little Elm, Texas.**

DESCRIPTION:

This agreement will allow the Town to provide library services to all residents of Denton County. The term of the agreement shall be for the period from October 1, 2025 through September 30, 2026.

BUDGET IMPACT:

The County will pay the Town of Little Elm fees in the amount of $55,800.00 upon receipt of the executed contract. In addition, the County agrees to pay the Town an amount not to exceed $10,000 in matching funds upon the following conditions.

1. The Town shall attempt to secure funding from sources other than the County.
2. Upon receipt of additional funding, the Town shall provide proof of the receipt of such funds to the Denton County Auditor on an annual basis.
3. The County shall match the Town's additional funding in an amount not to exceed $10,000.00.
4. Payment by the County to the Town shall be made in accordance with the normal and customary processes and business procedures of the County and payment shall be satisfied from current revenues of the County.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

2025-2026 ICA Library Services - Little Elm

EXHIBIT A - DCLAB FUNDING FY2026

THE STATE OF TEXAS §
§ **LITTLE ELM PUBLIC LIBRARY**
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the Town of Little Elm, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2025.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2025, through September 30, 2026.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate_____to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. _____ shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY.**

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

To the fullest extent permitted by law, the MUNICIPALITY agrees to hold harmless and indemnify the COUNTY from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the MUNICIPALITY, its officers, agents or employees.

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is:
Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is:
Little Elm Public Library
c/o Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068
Telephone: 214-975-0435

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **FIFTY FIVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($55,800.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable annually to the **MUNICIPALITY** commencing on or about October 1, 2025. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS ($10,000.00)** in matching funds upon the following conditions:

1. The **MUNICIPALITY** shall attempt to secure funding from sources other than the **COUNTY**.

2. Upon receipt of additional funding, the **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on an annual basis.

3. The **COUNTY** shall match the **MUNICIPALITY'S** additional funding in an amount not to exceed $10,000.00.

4. Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography. The technology protection measures shall be in compliance with the Children's Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2025.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED this _____ day of _____,20____.

DENTON COUNTY, TEXAS

By: _____
Andy Eads, County Judge
Denton County, Texas

ATTEST:

By:_____
Denton County Clerk

TOWN OF LITTLE ELM, TEXAS

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Town Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Agreement.

_____
Denton County Auditor

EXHIBIT A

DENTON COUNTY LIBRARY'S FUNDING (FY 2026)

PER CAPITA:	$	0.338302
MATCHING:	$	10,000.00

DENTON COUNTY POPULATION:	1,068,355
POPULATION OF CITIES WITH LIBRARIES	397,677
REMAINING POPULATION	670,678

	TOTAL	CITY	COUNTY	PER CAPITA	MATCHING	TOTAL	ROUNDED
LIBRARY	**POP**	**POP**	**allocation**	**ALLOCATION**	**FUNDS**		
AUBREY	64,965	24,182	40,783	$ 21,978	$ 10,000	$ 31,978	$ 32,000
FLOWER MOUND	216,236	80,490	135,746	$ 73,153	$ -	$ 73,153	$ 73,200
JUSTIN	20,248	7,537	12,711	$ 6,850	$ 10,000	$ 16,850	$ 16,900
KRUM	17,956	6,684	11,272	$ 6,075	$ 10,000	$ 16,075	$ 16,100
LEWISVILLE	374,956	139,571	235,385	$ 126,848	$ -	$ 126,848	$ 126,900
LITTLE ELM	164,797	61,343	103,454	$ 55,751	$ 10,000	$ 65,751	$ 65,800
PILOT POINT	19,300	7,184	12,116	$ 6,529	$ 10,000	$ 16,529	$ 16,600
PONDER	8,196	3,051	5,145	$ 2,773	$ 10,000	$ 12,773	$ 12,800
ROANOKE	27,297	10,161	17,136	$ 9,235	$ 10,000	$ 19,235	$ 19,300
SANGER	27,311	10,166	17,145	$ 9,239	$ 10,000	$ 19,239	$ 19,300
THE COLONY	127,092	47,308	79,784	$ 42,996	$ 10,000	$ 52,996	$ 53,000
TOTAL	**1,068,355**	**397,677**	**670,678**	**$ 361,427**	**$ 90,000**	**$ 451,427**	**$ 451,900**

Aubrey Population:	
Aubrey	9,801
Crossroads	2,000
Krugerville	2,023
Providence	10,358
Total	24,182
Ponder Population:	2,851
Dish (Interlocal Agreement)	200
Total	3,051

Date:	10/21/2025
Agenda Item #:	5. F.
Department:	Economic Development Corporation
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Jennette Espinosa, EDC Executive Director

AGENDA ITEM:

Consider Action to Approve **Resolution No. 1021202501 of the Town of Little Elm, Texas, Determining the Costs of Certain Improvement Area #2 Improvements to be financed within Improvement Area #2 of the Spiritas Ranch Public Improvement District; approving a Preliminary Service Plan and Assessment Plan, including a Proposed Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements; Calling for and Noticing a Public Hearing for November 18, 2025, to consider an Ordinance Levying Assessments on Property located within Improvement Area #2 of the District; Directing the Filing of the Proposed Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements with the Town Secretary; and directing Town Staff to Publish and Mail Notice of Said Public Hearing.**

DESCRIPTION:

The PID is presently located within the Town and contains approximately 545 acres of land. Improvement Area #2 consists of approximately 100.171 acres projected to consist of 327 single-family residential units and two acres of retail space.
The Improvement Area #2 Improvements benefit only the property within Improvement Area #2. The costs of the Improvement Area #2 Improvements are allocated proportionally throughout Improvement Area #2, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Assessments are anticipated to be levied on the single family property within Improvement Area #2 as described in the preliminary Service and Assessment Plan attached to Resolution 1021202501 (the "Preliminary SAP").

The description of the Improvement Area #2 Improvements are presented in Section III.E of the Preliminary SAP. The costs of the Improvement Area #2 Improvements are shown in Table III-D in the Preliminary SAP. The costs shown in such table are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

The estimated equivalent unit factors for the single-family property within Improvement Area #2

are presented in the below table, as shown in Table E-B.2 in Exhibit E to the Preliminary SAP.

Estimated Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (60' Lot)	$650,000	1.00 per dwelling unit
Lot Type 2 (50' Lot)	$550,000	0.85 per dwelling unit

The Estimated Projected Leverage for the Assessments anticipated to be levied to finance the Improvement Area #2 Improvements are shown below, as set forth in Table E-F.2 in Exhibit E to the Preliminary SAP:

Description	Planned No. of Units	Estimated Finished Lot Value per Unit	Projected Home Value per unit	Estimated Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	147	$135,000	$650,000	$42,361.09	3.19	15.34
40 Ft Lots	180	$112,500	$550,000	$35,844.00	3.14	15.34

BUDGET IMPACT:

The preliminary SAP outlines the costs associated with infrastructure brought into the Town by the Developer to servce the area within the PID, including Improvement Area #2. These costs are then passed to the homeowner in a form of an annual assessment levied against benefited property within the PID that is detailed in the Preliminary SAP. The Town anticipates that it will issue public improvement district bonds to finance the Improvement Area #2 Improvements, which bonds will be secured by the assessments to be levied in Improvement Area #2. The costs the Town incurs for administering the PID will be reimbursed through administrative fees captured in the annual installments of assessments. The bonds are only payable from the assessment revenues collected by the Town and the Town will not be obligated to pay for the costs of the improvements from any source other than the assessment revenues.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Spiritas Ranch PID Resolution

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 1021202501

A RESOLUTION OF THE TOWN OF LITTLE ELM, TEXAS DETERMINING THE COSTS OF CERTAIN IMPROVEMENT AREA #2 IMPROVEMENTS TO BE FINANCED BY THE SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL - IMPROVEMENT AREA #2 IMPROVEMENTS; CALLING FOR AND NOTICING A PUBLIC HEARING FOR NOVEMBER 18, 2025 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #2 OF THE SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL - IMPROVEMENT AREA #2 IMPROVEMENTS WITH THE TOWN SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING TOWN STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act"), authorizes the governing body (the "Town Council") of the Town of Little Elm, Texas (the "Town") to create a public improvement district within the Town and within the extraterritorial jurisdiction of the Town (the "ETJ"); and

WHEREAS, on December 15, 2020, the Town Council conducted a public hearing to consider a petition received by the Town requesting the creation of a public improvement district; and

WHEREAS, on February 2, 2021, the Town Council approved a resolution (the "Authorization Resolution"), authorizing, establishing, and creating the Spiritas Ranch Public Improvement District (the "District"); and

WHEREAS, the Town authorized the creation of the District to finance certain public improvements authorized by the Act for the benefit of the property within the District; and

WHEREAS, the Town Council and the Town staff have been presented a "Spiritas Ranch Public Improvement District Preliminary Service and Assessment Plan", including a proposed assessment roll attached thereto as Appendix J (the "Proposed Improvement Area #2 Assessment Roll - Improvement Area #2 Improvements"), dated October 21, 2025 (collectively, the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Improvement Area #2 Improvements (as defined in the Preliminary SAP) to be financed by assessments levied against property within Improvement Area #2 (as defined in the Preliminary SAP) and the Proposed Improvement Area #2 Assessment Roll - Improvement Area #2 Improvements states the assessments proposed to be levied against each benefitted parcel of land in Improvement Area #2 of the District as determined by the method of assessment chosen by the Town; and

WHEREAS, the Act requires that the Proposed Improvement Area #2 Assessment Roll - Improvement Area #2 Improvements be filed with the Town Secretary of the Town (the "Town Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments and requires the Town Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to the property owners liable for assessment and published in a newspaper of general circulation in the Town before the tenth (10th) day before the date of the Assessment Hearing.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS AS FOLLOWS:

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the Town Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. THAT the Town Council does hereby accept the Preliminary SAP for the District, including the Proposed Improvement Area #2 Assessment Roll - Improvement Area #2 Improvements, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. THAT the Town Council hereby determines that the estimated total costs of the Improvement Area #2 Improvements to be financed through the District are as set forth in the Preliminary SAP.

SECTION 4. THAT the Town Council's final determination and approval of the costs of the Improvement Area #2 Improvements, or any portion thereof, shall be subject to and contingent upon Town Council approval of a final Service and Assessment Plan which will include the final Assessment Roll for Improvement Area #2, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Improvement Area #2 Assessment Roll - Improvement Area #2 Improvements states the assessment proposed to be levied against each parcel of land in Improvement Area #2 of the District as determined by the method of assessment chosen by the Town in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. THAT the Town Council hereby authorizes and directs the filing of the Proposed Improvement Area #2 Assessment Roll - Improvement Area #2 Improvements with the Town Secretary and the same shall be available for public inspection.

SECTION 7. THAT the Town Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *November 18, 2025 at or after 6:00 p.m. at Little Elm Town Hall, 100 W. Eldorado Pkwy, Little Elm, Texas 75068*, at which the Town Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the Town Council will consider an ordinance levying the assessments as special assessments on property within Improvement Area #2 of the District that benefits from the Improvement Area #2 Improvements (which ordinance shall specify the method of payment of the assessments).

SECTION 8. THAT the Town Council hereby authorizes and directs the Town Secretary to publish notice of the Assessment Hearing, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the Town, on or before November 6, 2025, which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 9. THAT when the Proposed Improvement Area #2 Assessment Roll - Improvement Area #2 Improvements is filed with the Town Secretary, the Town Council hereby authorizes and directs the Town Secretary to mail to all owners of property liable for assessments, notice of the Assessment Hearing, on or before November 6, 2025, as required by Section 372.016(c) of the Act.

SECTION 10. THAT Town staff is authorized and directed to take such other actions as are required (including, but not limited to, providing notice of the Assessment Hearing as required by the Texas Open Meetings Act) to place the Assessment Hearing on the agenda for the November 18, 2025 meeting of the Town Council.

SECTION 11. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of page intentionally left blank; signatures follow*]

PASSED AND APPROVED on this the 21st day of October, 2025.

ATTEST:

_____
Curtis J. Cornelious, Mayor

_____ _____
Caitlan Biggs, Town Secretary Matt Mueller, Town Manager

APPROVED AS TO FORM:

_____,
Robert Brown, Town Attorney

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

SPIRITAS RANCH
PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

May 11, 2021, and updated for Additional Improvement Area #1 Projects July 18, 2023, updated for Future Improvement Area Projects June 18, 2024, and updated for Improvement Area #2 Improvements on October 21, 2025

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

SPIRITAS RANCH
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 2, 2021, the Town Council of the Town of Little Elm, Texas passed and approved Resolution No. 0202202101 approving and authorizing the creation of the Spiritas Ranch Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID, all of which is presently located within the Town of Little Elm, Texas.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property within the PID is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Spiritas Ranch Public Improvement District Service and Assessment Plan (this "SAP" or "Service and Assessment Plan") was prepared pursuant to the PID Act. The PID Act requires that a service plan "(i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements, and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended." The PID Act also requires the Town "review and update the service plan annually for the purpose of determining the annual budget for improvements." The service plan for the PID is described in more detail in Section IV herein. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix D.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The current Assessment Rolls for the PID are included as Appendix G, Appendix H-1, Appendix H-2, Appendix I, and Appendix J of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the Town. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services and taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, Town permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the Town or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C and funded through the Additional Improvement Area #1 Projects Reimbursement Agreement.

"Additional Improvement Area #1 Projects Reimbursement Agreement" means that certain Additional Improvement Area #1 Projects Reimbursement Agreement dated as of July 18, 2023 by and between the Town and the Developer in which the Developer agrees to fund certain Actual Costs of Additional Improvement Area #1 Projects (which consist of the Additional Improvement Area #1 Improvements and Improvement Area #1's pro rata share of the Additional Major Improvements), and the Town agrees to reimburse the Developer with interest as permitted by the PID Act solely from Improvement Area #1 Additional Assessment Revenues on a subordinate basis to the net proceeds of Bonds, if issued, for a portion of such Actual Costs funded by the Developer for Additional Improvement Area #1 Projects constructed and accepted by the Town for the benefit of the Improvement Area #1 Assessed Property.

"Additional Improvement Area #1 Projects" mean (i) the pro rata portion of the Additional Major Improvements allocable to Improvement Area #1, and (ii) the Additional Improvement Area #1 Improvements.

"Additional Interest" means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.H of this Service and Assessment Plan.

"Additional Major Improvement Projects" mean the pro rata portion of the Additional Major Improvements allocable to the Future Improvement Area Assessed Property, which are described in Section III.B.

"Additional Major Improvements" mean the Authorized Improvements described in Section III.B that benefit all Assessed Property within the PID.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the Town, identified in any indenture of trust relating to any Bonds or in any other agreement approved by the Town Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: the Assessments, including any applicable interest, as shown on the Assessment Roll attached hereto

as Appendix G, Appendix H-1, Appendix H-2, Appendix I, and Appendix J, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, which annual payment includes amounts collected for the Additional Interest Component (if applicable) and Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means an Assessment Ordinance adopted by the Town Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

"Assessment Revenues" mean the revenues actually received by or on behalf of the Town from the collection of Assessments.

"Assessment Roll" means, as applicable, the Major Improvement Area Assessment Roll – Initial Major Improvements, the Future Improvement Area – Future Improvement Area Projects, the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, the Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed, installed, or purchased in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means MM Little Elm 548, LLC, a Texas limited liability company and its successors and assigns.

"Development Agreement" means that certain "Spiritas Ranch Development Agreement" by and between the Town and the Developer and related to the development of the Property effective February 2, 2021, as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by Lot Type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix E attached hereto.

"Future Improvement Areas" mean, collectively, all phases of construction in the District being constructed after Improvement Area #1, which area is also contiguous with the Major Improvement Area.

"Future Improvement Area Assessment Roll – Future Improvement Area Projects" means the document included in this Service and Assessment Plan as Appendix I, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Future Improvement Area Assessed Property" means all Parcels within the Future Improvement Area other than Non-Benefited Property and shown in the Future Improvement Area Assessment Roll – Future Improvement Area Projects against which an Assessments relating to the Future Improvement Area Projects are levied.

"Future Improvement Area Local Improvements" mean the Authorized Improvements which only benefit Future Improvement Area Assessed Property, which are described in Section III.C and funded in part with the Series 2024 PID Bonds.

"Future Improvement Area Projects" mean (i) the Additional Major Improvements Projects, and (ii) the Future Improvement Area Local Improvements.

"Future Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the Town from the collection of Assessments levied against Future Improvement Area Assessed Property, or the Annual Installments thereof, for the Future Improvement Area Projects.

"Future Phase" means a phase of construction in the District being constructed after Improvement Area #1.

"Future Phase Bonds" means bonds issued to fund Future Phase Improvements (or a portion thereof) in a Future Phase. In connection with Future Phase Bonds, Assessments related to such Future Phase Bonds will be levied only on property located within the applicable Future Phase to finance Future Phase Improvements which will only benefit such Future Phase.

"Future Phase Improvements" means those Authorized Improvements which will confer a special benefit to the related Future Phase.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

"Improvement Area" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within an Improvement Area will be assessed in connection with the issuance of Bonds or upon the execution of a reimbursement agreement related to such Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Improvement Area.

"Improvement Area #1" or **"IA #1"** means the initial Improvement Area to be developed and generally shown as phases 1, 1G, 1L, and 1M in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H-3.

"Improvement Area #1 Assessed Property" means all Parcels within Improvement Area #1 other than Non-Benefited Property and shown in the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects against which an Assessments relating to the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects are levied.

"Improvement Area #1 Additional Assessment Revenues" mean the actual revenues received by or on behalf of the Town from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Additional Improvement Area #1 Projects.

"Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects" means the document included in this Service and Assessment Plan as Appendix H-2**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects" means the document included in this Service and Assessment Plan as Appendix H-1**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Improvement Area #1 Initial Assessment Revenues" mean the actual revenues received by or on behalf of the Town from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Initial Improvement Area #1 Projects.

"Initial Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C and funded with the Series 2021 PID Bonds.

"Initial Improvement Area #1 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Improvement Area #1, and (ii) the Initial Improvement Area #1 Improvements.

"Improvement Area #2" or **"IA #2"** means the first Improvement Area to be developed after Improvement Area #1, and generally shown as phase 3 in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix J.

"Improvement Area #2 Assessed Property" means all Parcels within Improvement Area #2 other than Non-Benefited Property and shown in the Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements against which an Assessment relating to the Improvement Area #2 Improvements are levied. The retail site within Improvement Area #2 is not considered Improvement Area #2 Assessed Property.

"Improvement Area #2 Assessment Revenues" mean the actual revenues received by or on behalf of the Town from the collection of Assessments levied against Improvement Area #2 Assessed Property, or the Annual Installments thereof, for the Improvement Area #2 Improvements, as applicable.

"Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements" means the document included in this Service and Assessment Plan as Appendix J**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Improvement Area #2 Equivalent Units" mean, as to any Parcel within Improvement Area #2, the number of dwelling units by Lot Type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix E attached hereto.

"Improvement Area #2 Improvements" mean the Authorized Improvements which only benefit Improvement Area #2 Assessed Property, which are described in Section III.E and funded with the Series 2025 PID Bonds.

"Initial Major Improvement Projects" mean the pro rata portion of the Initial Major Improvements allocable to the Major Improvement Area Assessed Property, which are described in Section III.B.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of Denton County, Texas.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the Town Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy (as shown in Appendix E for the calculation of Equivalent Units), considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the Town Council.

"Major Improvements" mean the Initial Major Improvements and Additional Major Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Major Improvement Area" or **"MIA"** mean the property within the PID excluding Improvement Area #1 which is to be developed subsequent to Improvement Area #1 and generally depicted as all property except for phases 1, 1G, 1L, and 1M in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Improvement Area #1, against which Assessments relating to the Initial Major Improvement Area Projects are levied.

"Major Improvement Area Assessment Revenues" mean the revenues received by or on behalf of the Town from the collection of Assessments levied against Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Initial Major Improvement Area Projects.

"Major Improvement Area Assessment Roll – Initial Major Improvements" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax

purposes or by lot and block number in a final subdivision plat recorded in the real property records of Denton County.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the Town as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the Town, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Series 2021 PID Bonds" mean those certain Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2021 (Spiritas Ranch Public Improvement District Improvement Area #1 Projects and Major Improvement Area Projects) that are secured collectively by Improvement Area #1 Initial Assessment Revenues and Major Improvement Area Assessment Revenues.

"Series 2024 PID Bonds" mean those certain Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2024 (Spiritas Ranch Public Improvement District Future Improvement Area Projects) that are secured by Future Improvement Area Assessment Revenues.

"Series 2025 PID Bonds" mean those certain Town of Little Elm, Texas, Special Assessment Revenue Bonds, Series 2025 (Spiritas Ranch Public Improvement District Improvement Area #2 Project) that are secured by Improvement Area #2 Assessment Revenues.

"Service and Assessment Plan" or "SAP" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Town" means the Town of Little Elm, Texas.

"Town Council" means the duly elected governing body of the Town.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the Town and contains approximately 545 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID was originally expected to consist of approximately 2,156 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. At completion, the PID is currently expected to consist of 2,171 units.

The property within the PID was originally proposed to be developed as follows:

Table II-A
Proposed Development - Original

Proposed Development	Quantity	Measurement
Single-Family - 40 Ft	876	Units
Single-Family - 50 Ft	977	Units
Single-Family - 60 Ft	303	Units
Total	**2,156**	**Units**

The property within the PID is currently proposed to be developed as follows:

Table II-B
Proposed Development – Updated 2025

Proposed Development	Quantity	Measurement
Single-Family - 40 Ft	876	Units
Single-Family - 50 Ft	978	Units
Single-Family - 60 Ft	317	Units
Total	**2,171**	**Units**

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1 AND THE MAJOR IMPROVEMENT AREA

Improvement Area #1 consists of approximately 251 acres and is projected to consist of 1,057 single family residential units, to be developed as Improvement Area #1, as further described in Section III. The Major Improvement Area consists of approximately 294 acres and is projected to consist of approximately 1,114 single-family residential units. A map of the property within Improvement Area #1 (phases 1, 1G, 1L, and 1M) and the Major Improvement Area is shown in Appendix A.

C. Property Included in Future Improvement Areas

As the Future Improvement Areas are developed, Future Phase Bonds may be issued for each Future Phase. In connection with the issuance of each new Future Phase Bond, this Service and Assessment Plan will be updated to add additional details of each newly developed Future Phase as shown for Improvement Area #1 in Section II.B and Improvement Area #1 in Section II.D. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G, Appendix H-1, Appendix H-2, Appendix I, and Appendix J.

D. Property Included in Improvement Area #2

Improvement Area #2 is anticipated to consist of approximately 100.171 acres projected to consist of 327 single family residential units and two acres of retail space. The retail space is not included in the Improvement Area #2 Assessed Property. A map of the property within Improvement Area #2 (phase 3) is shown in Appendix A. The current Parcels in Improvement Area #2 are shown on the Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements included as Appendix J.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the Town has determined at this time to undertake only Authorized Improvements listed in Sections III.B, III.C, III.D, and III.E below and shown in the opinion of probable costs and on the diagrams included as Appendix B for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the Town and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

Initial Major Improvements

The Initial Major Improvements benefit the entire PID. The costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Improvement Area #1 and the Major Improvement Area have been proportionally allocated the costs of the Initial Major Improvements, as shown on Table III-A.1 and Table III-A.2.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The original costs of the Initial Major Improvements are shown in Table III-A.1. The updated costs of the Initial Major Improvements are shown in Table III-A.2. The costs shown in Table III-A.2 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Major Improvements follows:

Roadway Improvements

The roadway improvement portion of the Initial Major Improvements consists of the construction of Ryan Spiritas Parkway (FM 2931) with right-of-way, the New HEB Road with right-of-way, a Collector Road with right-of-way and entrance road improvements, including turn lanes. The roadway improvements include related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Initial Major Improvements consists of construction and installation of various sized waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to Mustang Special Utility District ("MSUD") and Town standards and specifications and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Initial Major Improvements consists of construction and installation of a lift station, gravity sewer line, sewer force main, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Initial Major Improvements consist of retention/detention ponds, including excavation, fine grading, and the associated drainage improvements for each pond. Underground reinforced concrete storm sewer pipes, inlets and rock riprap protection at outfalls will also be installed at each pond, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Parks, Landscaping, and Hardscaping Improvements

Park, landscaping, and hardscaping improvements portion of the Initial Major Improvements, which consist of grading, irrigation, landscaping, site furnishings, and site elements. All park, landscaping, and hardscaping improvements will be designed and constructed in accordance with Town standards and specifications and will be maintained by a Homeowners Association.

Table III-A.1
Estimated Initial Major Improvement Costs - Original

	Original Estimated Budget			Revised Estimated Budget[1]		
Authorized Improvements	**Total Initial Major Improvement Costs**	**IA #1 Allocated Amount (48.46%)[1]**	**MIA Allocated Amount (51.54%)[1]**	**Total Initial Major Improvement Costs**	**IA #1 Allocated Amount (48.46%)[1]**	**MIA Allocated Amount (51.54%)[1]**
Roadway Improvements	$4,006,306	$1,941,333	$2,064,973	$4,683,477	$2,269,470	$2,414,007
Water Improvements	$616,541	$298,757	$317,784	$1,627,333	$788,556	$838,777
Sanitary Sewer Improvements	$2,114,663	$1,024,701	$1,089,962	$2,407,712	$1,166,704	$1,241,008
Storm Drainage Improvements	$548,480	$265,777	$282,703	$1,420,019	$688,098	$731,921
Parks, Landscaping, and Hardscaping	$2,722,430	$1,319,206	$1,403,224	$2,172,264	$1,052,613	$1,119,651
Other Soft and Miscellaneous Costs	$4,907,105	$2,377,833	$2,529,272	$5,480,333	$2,655,602	$2,824,731
Total Authorized Improvements	**$14,915,525**	**$7,227,607**	**$7,687,918**	**$17,791,138**	**$8,621,041**	**$9,170,097**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A.1 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Initial Major Improvements financed with PID Bond proceeds does not increase.
1 – As provided by the Developer.

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Table III-A.2
Estimated Initial Major Improvement Costs – Updated 2025

	Revised Estimated Budget			Updated Estimated Budget[1,2]		
Authorized Improvements	**Total Initial Major Improvement Costs[1]**	**IA #1 Allocated Amount (48.46%)**	**MIA Allocated Amount (51.54%)**	**Total Initial Major Improvement Costs[1]**	**IA #1 Allocated Amount (48.04%)[2]**	**MIA Allocated Amount (51.96%)[2]**
Roadway Improvements	$4,683,477	$2,269,470	$2,414,007	$4,683,477	$2,249,852	$2,433,625
Water Improvements	$1,627,333	$788,556	$838,777	$1,627,333	$781,739	$845,594
Sanitary Sewer Improvements	$2,407,712	$1,166,704	$1,241,008	$2,407,712	$1,156,618	$1,251,094
Storm Drainage Improvements	$1,420,019	$688,098	$731,921	$1,420,019	$682,150	$737,869
Parks, Landscaping, and Hardscaping	$2,172,264	$1,052,613	$1,119,651	$2,172,264	$1,043,514	$1,128,750
Other Soft and Miscellaneous Costs	$5,480,333	$2,655,602	$2,824,731	$5,480,333	$2,632,646	$2,847,687
Total Authorized Improvements	**$17,791,138**	**$8,621,043**	**$9,170,095**	**$17,791,138**	**$8,546,520**	**$9,244,618**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A.2 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Initial Major Improvements financed with PID Bond proceeds does not increase.
1 – As provided by the Developer.
2 – Based on allocation and percentages as shown in Table V-A.

Additional Major Improvements

The Additional Major Improvements benefit the entire PID. The costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Both Improvement Area #1 and the Future Improvement Area are being proportionally allocated the costs of the Additional Major Improvements, as shown on Table III-A.3 and III-A.4.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The original costs of Additional Major Improvements are shown in Table III-A.3. The updated costs of Additional Major Improvements are shown in Table III-A.4. The costs shown in Table III-A.4 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Additional Major Improvements follows:

The Additional Major Improvements consist of road, water, sewer, drainage improvements and soft and miscellaneous costs related to the construction of Perimeter Road, and right-of-way acreage, as shown in Appendix B.

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Perimeter Road Improvements

Roadway Improvements

The roadway improvement portion of the Additional Major Improvements consists of the construction of Perimeter Road with right-of-way. The roadway improvements include related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Additional Major Improvements consists of construction and installation of various sized waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Additional Major Improvements consists of construction and installation of a lift station, gravity sewer line, sewer force main, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Additional Major Improvements consist of retention/detention ponds, including excavation, fine grading, and the associated drainage improvements for each pond. Underground reinforced concrete storm sewer pipes, inlets and rock riprap protection at outfalls will also be installed at each pond, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Other Soft and Miscellaneous Costs

The other soft and miscellaneous costs portion of the Additional Major Improvements consist of engineering and other soft and miscellaneous costs.

Right-of-way

The Additional Major Improvements include right-of-way acquisitions for Ryan Spiritas Parkway, Hidden Oaks Trail and Spiritas Ranch Road as provided by the project engineer.

Table III-A.3
Estimated Additional Major Improvement Costs - Original

Authorized Improvements	Total Additional Major Improvement Costs	IA #1 Allocated Amount (48.46%)	MIA Allocated Amount (51.54%)
Roadway Improvements (including ROW)	$1,360,555	$659,283	$701,272
Water Improvements	$434,285	$210,441	$223,844
Sanitary Sewer Improvements	$327,515	$158,704	$168,811
Storm Drainage Improvements	$383,160	$185,668	$197,492
Other Soft and Miscellaneous Costs	$292,485	$141,729	$150,756
Right-of-way	$1,665,000	$806,808	$858,192
Total Authorized Improvements	**$4,463,000**	**$2,162,633**	**$2,300,367**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A.3 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Additional Major Improvements does not increase.

Table III-A.4
Estimated Additional Major Improvement Costs – Updated 2025

Authorized Improvements	Total Additional Major Improvement Costs	IA #1 Allocated Amount (48.04%)[1]	MIA Allocated Amount (51.96%)[1]
Roadway Improvements (including perimeter road ROW)	$1,360,555	$653,584	$706,971
Water Improvements	$434,285	$208,622	$225,663
Sanitary Sewer Improvements	$327,515	$157,332	$170,183
Storm Drainage Improvements	$383,160	$184,063	$199,097
Other Soft and Miscellaneous Costs	$292,485	$140,504	$151,981
Right-of-way	$1,665,000	$799,834	$865,166
Total Authorized Improvements	**$4,463,000**	**$2,143,939**	**$2,319,061**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A.4 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Additional Major Improvements does not increase.
1 – Based on allocation and percentages as shown in Table V-B.

C. DESCRIPTIONS AND COSTS OF INITIAL IMPROVEMENT AREA #1 IMPROVEMENTS AND ADDITIONAL IMPROVEMENT AREA #1 IMPROVEMENTS

Initial Improvement Area #1 Improvements

The Initial Improvement Area #1 Improvements descriptions are presented below as provided by the project engineer. The costs of the Initial Improvement Area #1 Improvements are shown in

Table III-B.1 and Table III-B.2. The costs shown in Table III-B.2 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Improvement Area #1 Improvements follows, and a description of the Initial Major Improvements allocable to Improvement Area #1 that are a portion of the Initial Improvement Area #1 Projects can be found in Section III.B above.

Roadway Improvements

The road improvement portion of the Initial Improvement Area #1 Improvements consists of the construction of road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Improvement Area #1 Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Initial Improvement Area #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves, and appurtenances, necessary for the portion of the water distribution system that will service the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed according to MSUD and Town standards and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The wastewater improvement portion of the Initial Improvement Area #1 Improvements consists of construction and installation of various sized gravity sewer lines, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Improvement Area #1 Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Initial Improvement Area #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Improvement Area #1 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

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Table III-B.1
Estimated Initial Improvement Area #1 Projects Costs - Original

	Original Estimated Budget			Revised Estimated Budget		
Authorized Improvements	Proportional Share of Initial Major Improvements[1]	Initial Improvement Area #1 Improvements Costs	Initial Improvement Area #1 Projects Total Costs	Proportional Share of Initial Major Improvements[1]	Initial Improvement Area #1 Improvements Costs[2]	Initial Improvement Area #1 Projects Total Costs
Roadway Improvements	$1,941,333	$7,677,642	$9,618,975	$2,269,470	$9,901,795	$12,171,265
Water Improvements	$298,757	$2,143,135	$2,441,892	$788,556	$4,538,874	$5,327,430
Sanitary Sewer Improvements	$1,024,701	$3,728,596	$4,753,297	$1,166,704	$4,632,792	$5,799,496
Storm Drainage Improvements	$265,777	$4,456,317	$4,722,094	$688,098	$5,423,846	$6,111,944
Parks, Landscaping, and Hardscaping	$1,319,206	$0	$1,319,206	$1,052,613	$0	$1,052,613
Other Soft and Miscellaneous Costs	$2,377,833	$3,288,389	$5,666,222	$2,655,602	$3,953,778	$6,609,380
Total Authorized Improvements	**$7,227,607**	**$21,294,079**	**$28,521,686**	**$8,621,041**	**$28,451,085**	**$37,072,126**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.1 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Initial Improvement Area #1 Projects does not increase.
1 – See Table III-A.1.
2 – As provided by the Developer.

Table III-B.2
Estimated Initial Improvement Area #1 Projects Costs – Updated 2025

	Revised Estimated Budget			Updated Estimated Budget		
Authorized Improvements	Proportional Share of Initial Major Improvements[1]	Initial Improvement Area #1 Improvements Costs	Initial Improvement Area #1 Projects Total Costs	Proportional Share of Initial Major Improvements[1]	Initial Improvement Area #1 Improvements Costs[2]	Initial Improvement Area #1 Projects Total Costs
Roadway Improvements	$2,269,470	$9,901,795	$12,171,265	$2,249,852	$9,901,795	$12,151,647
Water Improvements	$788,556	$4,538,874	$5,327,430	$781,739	$4,538,874	$5,320,613
Sanitary Sewer Improvements	$1,166,704	$4,632,792	$5,799,496	$1,156,618	$4,632,792	$5,789,410
Storm Drainage Improvements	$688,098	$5,423,846	$6,111,944	$682,150	$5,423,846	$6,105,996
Parks, Landscaping, and Hardscaping	$1,052,613	$0	$1,052,613	$1,043,514	$0	$1,043,514
Other Soft and Miscellaneous Costs	$2,655,602	$3,953,778	$6,609,380	$2,632,646	$3,953,778	$6,586,424
Total Authorized Improvements	**$8,621,043**	**$28,451,085**	**$37,072,128**	**$8,546,520**	**$28,451,085**	**$36,997,605**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.2 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Initial Improvement Area #1 Projects does not increase.
1 – See Table III-A.2.
2 – As provided by the Developer.

Additional Improvement Area #1 Improvements

The Additional Improvement Area #1 Improvements include right-of-way acquisitions as provided by the project engineer. These costs were incorrectly not included in the initial cost estimates at the time the Assessments described on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects were levied, as described in Appendix B. In light of this error, an additional assessment was levied to correct this mistake and in order to pay for these costs. The costs of the Additional Improvement Area #1 Projects (including the portion of the

Additional Major Improvements allocable to Improvement Area #1) are shown in Table III-B.3 and Table III-B.4 The costs shown in Table III-B.4 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within Improvement Area #1.

A description of the Additional Major Improvements allocable to Improvement Area #1 that are a portion of the Additional Improvement Area #1 Projects can be found in Section III.B above.

Table III-B.3
Estimated Additional Improvement Area #1 Projects Costs - Original

Authorized Improvements	Proportional Share of Additional Major Improvements[1]	Additional Improvement Area #1 Improvements Costs	Additional Improvement Area #1 Projects Total Costs
Roadway Improvements	$659,283	$0	$659,283
Water Improvements	$210,441	$0	$210,441
Sanitary Sewer Improvements	$158,704	$0	$158,704
Storm Drainage Improvements	$185,668	$0	$185,668
Parks, Landscaping, and Hardscaping	$0	$0	$0
Other Soft and Miscellaneous Costs	$141,729	$0	$141,729
Right-of-way	$806,808	$6,780,000	$7,586,808
Total Authorized Improvements	**$2,162,633**	**$6,780,000**	**$8,942,633**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.3 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Additional Improvement Area #1 Projects does not increase.
1 – See Table III-A.3.

Table III-B.4
Estimated Additional Improvement Area #1 Projects Costs – Updated 2025

Authorized Improvements	Proportional Share of Additional Major Improvements[1,2]	Additional Improvement Area #1 Improvements Costs	Additional Improvement Area #1 Projects Total Costs
Roadway Improvements	$653,584	$0	$653,584
Water Improvements	$208,622	$0	$208,622
Sanitary Sewer Improvements	$157,332	$0	$157,332
Storm Drainage Improvements	$184,063	$0	$184,063
Parks, Landscaping, and Hardscaping	$0	$0	$0
Other Soft and Miscellaneous Costs	$140,504	$0	$140,504
Right-of-way	$799,834	$6,780,000	$7,579,834
Total Authorized Improvements	**$2,143,939**	**$6,780,000**	**$8,923,939**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.4 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Additional Improvement Area #1 Projects does not increase.
1 – See Table III-A.4.

The original costs of Authorized Improvements in Improvement Area #1 (including Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects) are shown in Table III-B.5.

Table III-B.5
Estimated Total Improvement Area #1 Costs - Original

Authorized Improvements	Initial Improvement Area #1 Projects Costs[1]	Additional Improvement Area #1 Projects Costs[2]	Total Improvement Area #1 Costs
Roadway Improvements	$12,171,265	$659,283	$12,830,548
Water Improvements	$5,327,430	$210,441	$5,537,871
Sanitary Sewer Improvements	$5,799,496	$158,704	$5,958,199
Storm Drainage Improvements	$6,111,944	$185,668	$6,297,611
Parks, Landscaping, and Hardscaping	$1,052,613	$0	$1,052,613
Other Soft and Miscellaneous Costs	$6,609,380	$141,729	$6,751,109
Right-of-way	$0	$7,586,808	$7,586,808
Total Authorized Improvements	**$37,072,126**	**$8,942,633**	**$46,014,760**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.5 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to Improvement Area #1 does not increase.
1 – See Table III-B.1.
2 – See Table III-B.3.

The updated costs of Authorized Improvements in Improvement Area #1 (including Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects) are shown in Table III-B.6.

Table III-B.6
Estimated Total Improvement Area #1 Costs – Updated 2025

Authorized Improvements	Initial Improvement Area #1 Projects Costs[1]	Additional Improvement Area #1 Projects Costs[2]	Total Improvement Area #1 Costs
Roadway Improvements	$12,151,647	$653,584	$12,805,232
Water Improvements	$5,320,613	$208,622	$5,529,236
Sanitary Sewer Improvements	$5,789,410	$157,332	$5,946,742
Storm Drainage Improvements	$6,105,996	$184,063	$6,290,058
Parks, Landscaping, and Hardscaping	$1,043,514	$0	$1,043,514
Other Soft and Miscellaneous Costs	$6,586,424	$140,504	$6,726,929
Right-of-way	$0	$7,579,834	$7,579,834
Total Authorized Improvements	**$36,997,605**	**$8,923,939**	**$45,921,544**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B.6 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to Improvement Area #1 does not increase.
1 – See Table III-B.2.
2 – See Table III-B.4.

D. Descriptions and Costs of Future Improvement Area Local Improvements

The Future Improvement Area Local Improvements benefit only the Future Improvement Area. The costs of the Future Improvement Area Local Improvements are allocated proportionally to all Parcels within the Future Improvement Areas, excluding Non-Benefited Property, in a manner

that anticipates planned development of the Future Improvement Area based on the anticipated number of Equivalent Units.

The Future Improvement Area Local Improvements descriptions are presented below as provided by the project engineer. The costs of the Future Improvement Area Local Improvements are shown in Table III-C.1. The costs shown in Table III-C.1 are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Future Improvement Area Local Improvements follows:

The Future Improvement Area Local Improvements consist of sewer improvements and soft and miscellaneous costs, as shown in Appendix B.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Future Improvement Area Local Improvements consists of construction and installation of a lift station, gravity sewer line, sewer force main, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Future Improvement Area Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Other Soft and Miscellaneous Costs

The other soft and miscellaneous costs portion of the Future Improvement Area Local Improvements consist of engineering and other soft and miscellaneous costs.

Table III-C.1
Future Improvement Area Local Improvements

Authorized Improvements	Total Costs
Sanitary Sewer Improvements	$1,959,417
Other Soft and Miscellaneous Costs	$822,421
Total Authorized Improvements	**$2,781,838**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-C.1 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Future Improvement Area Local Improvements does not increase.

A description of the Additional Major Improvements allocable to the Future Improvement Area that are a portion of the Future Improvement Area Projects can be found in Section III.B above.

Table III-C.2
Estimated Future Improvement Area Project Costs - Original

Authorized Improvements	Proportional Share of Additional Major Improvements[1]	Future Improvement Area Local Improvements Costs[2]	Future Improvement Area Projects Total Costs
Roadway Improvements	$701,272	$0	$701,272
Water Improvements	$223,844	$0	$223,844
Sanitary Sewer Improvements	$168,811	$1,959,417	$2,128,228
Storm Drainage Improvements	$197,492	$0	$197,492
Other Soft and Miscellaneous Costs	$150,756	$822,421	$973,177
Right-of-way	$858,192	$0	$858,192
Total Authorized Improvements	**$2,300,367**	**$2,781,838**	**$5,082,205**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-C.2 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Future Improvement Area Projects does not increase.
1 – See Table III-A.3.
2 – See Table III-C.1.

The updated costs in the Future Improvement Area Projects are shown in Table III-C.3.

Table III-C.3
Estimated Future Improvement Area Project Costs – Updated 2025

Authorized Improvements	Proportional Share of Additional Major Improvements[1]	Future Improvement Area Local Improvements Costs[2]	Future Improvement Area Projects Total Costs
Roadway Improvements	$706,971	$0	$706,971
Water Improvements	$225,663	$0	$225,663
Sanitary Sewer Improvements	$170,183	$1,959,417	$2,129,600
Storm Drainage Improvements	$199,097	$0	$199,097
Other Soft and Miscellaneous Costs	$151,981	$822,421	$974,402
Right-of-way	$865,166	$0	$865,166
Total Authorized Improvements	**$2,319,061**	**$2,781,838**	**$5,100,899**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-C.3 may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Future Improvement Area Projects does not increase.
1 – See Table III-A.4.
2 – See Table III-C.1.

E. DESCRIPTION AND COSTS OF IMPROVEMENT AREA #2 IMPROVEMENTS

The Improvement Area #2 Improvements descriptions are presented below as provided by the project engineer. The costs of the Improvement Area #2 Improvements are shown in Table III-D. The costs shown in Table III-D are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Improvement Area #2 Improvements follows.

Roadway Improvements

The road improvement portion of the Improvement Area #2 Improvements consists of the construction of road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Improvement Area #2 Assessed Property. All roadway projects will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Water Improvements

The water improvement portion of the Improvement Area #2 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves, and appurtenances, necessary for the portion of the water distribution system that will service the Improvement Area #2 Assessed Property. The water improvements will be designed and constructed according to MSUD and Town standards and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The wastewater improvement portion of the Improvement Area #2 Improvements consists of construction and installation of various sized gravity sewer lines, pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Improvement Area #2 Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and Town standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Improvement Area #2 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Improvement Area #2 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with Town standards and specifications and will be owned and maintained by the Town.

Other Soft and Miscellaneous Costs

The other soft and miscellaneous costs portion of the Improvement Area #2 Improvements consist of engineering and other soft and miscellaneous costs.

Table III-D
Estimated Improvement Area #2 Improvements Costs

Authorized Improvements	Improvement Area #2 Improvements Costs[1,2]
Roadway Improvements	$4,235,227
Water Improvements	$1,276,241
Sanitary Sewer Improvements	$2,301,430
Storm Drainage Improvements	$1,662,425
Other Soft and Miscellaneous Costs	$1,974,382
Total Authorized Improvements	**$11,449,705**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-D may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Assessment relating to the Improvement Area #2 Improvements does not increase.
1 – As provided by the Developer.
2 - These costs do not include $[_____] allocated to the retail parcel within Improvement Area #2 that benefits from the Improvement Area #2 Improvements.

F. FUTURE IMPROVEMENT AREAS

As the Future Improvement Areas are developed and Future Phase Bonds are issued, this SAP will be amended to identify the specific Future Phase Improvements that confer a special benefit to the property inside each construction phases(s) of the Future Improvement Areas (e.g. a Table III-E will be added to show the costs for the specific Authorized Improvements financed within the specific portion of the Future Improvement Areas being developed.)

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. All Initial Major Improvements (which include Improvement Area #1's pro rata share of the Initial Major Improvements) have been completed and accepted by the Town and MSUD, as applicable. The Additional Major Improvements (which include both Improvement Area #1's and the Future Improvement Areas' pro rata share of the Additional Major Improvements) have been completed and accepted by the Town . All Initial Improvement Area #1 Improvements have been completed and accepted by the Town and MSUD, as applicable. The Additional Improvement Area #1 Improvements have been completed and accepted by the Town. The Future Improvement Area Local Improvements have been completed and accepted by the Town. The Improvement Area #2 Improvements are anticipated to be completed and accepted by the Town and/or MSUD, as applicable, in the fourth quarter of 2025.

The original (as updated in 2021) estimated costs for the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects, plus costs related to the issuance of the Series 2021 PID Bonds and payment of expenses incurred in the establishment, administration and operation of the PID was $56,138,692 as shown in Table IV-A.1. The updated estimated cost for the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects, plus costs related to the issuance of the Series 2021 PID Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is $56,138,692 as shown in Table IV-A.2. To pay for these costs, (i) an assessment totaling $32,920,000 has been levied against Improvement Area #1, as shown in Appendix H-1 and (ii) an assessment totaling $10,280,000 has been levied against the Major Improvement Area, as shown in Appendix G. The Developer will be responsible for any additional costs of the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects.

The original (as updated in 2021) estimated costs for the Additional Improvement Area #1 Projects (which consist of the Improvement Area #1 Improvements and Improvement Area #1's pro rata share of the Additional Major Improvements) and payment of expenses incurred in the establishment, administration and operation of the PID was $8,977,633 as shown in Table IV-B.1. The updated estimated costs for the Additional Improvement Area #1 Projects and payment of expenses incurred in the establishment, administration and operation of the PID are $8,958,939, as shown in Table IV-B.2. To pay for these costs, an Assessment totaling $7,745,000 has been levied against the Improvement Area #1 Assessed Property, as shown in Appendix H-2. The Developer will be responsible for any additional costs of the Additional Improvement Area #1 Projects.

The original estimated costs for the Future Improvement Area Projects (which consists of the Future Improvement Area Local Improvements and the Future Improvement Area's pro rate share of the Additional Major Improvements) plus costs related to the issuance of the Series 2024 PID

Bonds and payment of expenses incurred in the establishment, administration and operation of the PID was $6,611,000 as shown in Table IV-C.1. The updated estimated costs for the Future Improvement Area Projects plus costs related to the issuance of the Series 2024 PID Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is $6,629,694 as shown in Table IV-C.2. To pay for these costs, an Assessment totaling $6,611,000 was levied against the Future Improvement Areas Assessed Property, as shown in Appendix I. The Developer will be responsible for any additional costs of the Future Improvement Area Projects.

The estimated costs for the Improvement Area #2 Improvements plus costs related to the issuance of the Series 2025 PID Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is $14,479,972 as shown in Table IV-D. To pay for these costs, an Assessment totaling $12,679,000 is anticipated to be levied against the Improvement Area #2 Assessed Property, as shown in Appendix J. The Developer will be responsible for any additional costs of the Improvement Area #2 Improvements.

As Future Improvement Areas are developed in connection with the issuance of Future Phase Bonds, this Service and Assessment Plan will be amended (e.g. Table IV-E will be added for Improvement Area #3, etc.). The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses and the Additional Interest Component, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Series 2021 PID Bonds were issued in 2021 and are being used to finance a portion of the costs of the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects. Table IV-A.1 and Table IV-A.2 show the original and updated sources and uses of funds, respectively, related to the Series 2021 PID Bonds.

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Table IV-A.1
Original Estimated Sources and Uses
Series 2021 PID Bonds

Sources of Funds	Series 2021 PID Bonds
Par amount	$43,200,000
Other funding sources	$12,938,692
Total Sources	**$56,138,692**
Uses of Funds	
Initial Major Improvement Projects[1]:	
Roadway Improvements	$2,414,007
Water Improvements	$838,777
Sanitary Sewer Improvements	$1,241,008
Storm Drainage Improvements	$731,921
Parks, Landscaping, and Hardscaping	$1,119,651
Other Soft and Miscellaneous Costs	$2,824,731
Subtotal	*$9,170,097*
Initial Improvement Area #1 Projects[2]:	
Roadway Improvements	$12,171,265
Water Improvements	$5,327,430
Sanitary Sewer Improvements	$5,799,496
Storm Drainage Improvements	$6,111,944
Parks, Landscaping, and Hardscaping	$1,052,613
Other Soft and Miscellaneous Costs	$6,609,380
Subtotal	*$37,072,126*
Bond Issuance Costs:	
Cost of Issuance	$2,337,000
Capitalized interest	$4,257,000
Reserve Fund	$2,976,469
Administrative Expense	$110,000
Placement Agent's Fee	$216,000
Subtotal	*$9,896,469*
Total Uses	**$56,138,692**

1 – See Table III-A.1 for details.
2 – See Table III-B.1 for detailed breakdown of the Initial Improvement Area #1 Projects.

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Table IV-A.2
Updated Estimated Sources and Uses
Series 2021 PID Bonds

Sources of Funds	Series 2021 PID Bonds
Par amount	$43,200,000
Other funding sources	$12,938,692
Total Sources	**$56,138,692**
Uses of Funds	
Initial Major Improvements Projects[1]	
Roadway Improvements	$2,433,625
Water Improvements	$845,594
Sanitary Sewer Improvements	$1,251,094
Storm Drainage Improvements	$737,869
Parks, Landscaping, and Hardscaping	$1,128,750
Other Soft and Miscellaneous Costs	$2,847,687
Subtotal	*$9,244,618*
Initial Improvement Area #1 Projects[2]*:*	
Roadway Improvements	$12,151,647
Water Improvements	$5,320,613
Sanitary Sewer Improvements	$5,789,410
Storm Drainage Improvements	$6,105,996
Parks, Landscaping, and Hardscaping	$1,043,514
Other Soft and Miscellaneous Costs	$6,586,424
Subtotal	*$36,997,605*
Bond Issuance Costs:	
Cost of Issuance	$2,337,000
Capitalized interest	$4,257,000
Reserve Fund	$2,976,469
Administrative Expense	$110,000
Underwriters Discount	$216,000
Subtotal	*$9,896,469*
Total Uses	**$56,138,692**

1 – See Table III-A.2 for details.
2 – See Table III-B.2 for detailed breakdown of the Initial Improvement Area #1 Projects.

The Additional Improvement Area #1 Projects Reimbursement Agreement was executed on July 18, 2023, between the Town and the Developer to finance a portion of the costs of the Additional Improvement Area #1 Projects. The Town is not under any obligation to issue Bonds to replace or refinance the Additional Improvement Area #1 Projects Reimbursement Agreement. Table IV-B.1 and Table IV-B.2 show the original and updated sources and uses of funds, respectively, related to the Additional Improvement Area #1 Projects Reimbursement Agreement.

Table IV-B.1
Original Estimated Sources and Uses
Additional Improvement Area #1 Projects Reimbursement Agreement

Sources of Funds	Additional IA #1 Projects Reimbursement Agreement
Assessment amount	$7,745,000
Other funding sources	$1,232,633
Total Sources	**$8,977,633**
Uses of Funds	
Additional Major Improvements[1]	
Roadway Improvements	$659,283
Water Improvements	$210,441
Sanitary Sewer Improvements	$158,704
Storm Drainage Improvements	$185,668
Other Soft and Miscellaneous Costs	$141,729
Right-of-way	$806,808
Subtotal	*$2,162,633*
Additional Improvement Area #1 Improvements[1]:	
Right-of-way	*$6,780,000*
Subtotal	*$6,780,000*
Other Costs:	
Administrative Expenses	$35,000
Subtotal	*$35,000*
Total Uses	**$8,977,633**

1 – See Table III-B.3 for details.

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Table IV-B.2
Updated Estimated Sources and Uses
Additional Improvement Area #1 Projects Reimbursement Agreement

Sources of Funds	Additional IA #1 Projects Reimbursement Agreement
Par amount	$7,745,000
Other funding sources	$1,213,939
Total Sources	**$8,958,939**
Uses of Funds	
Additional Major Improvements[1]:	
Roadway Improvements (including perimeter road row)	$653,584
Water Improvements	$208,622
Sanitary Sewer Improvements	$157,332
Storm Drainage Improvements	$184,063
Other Soft and Miscellaneous Costs	$140,504
Right-of-way	$799,834
Subtotal	*$2,143,939*
Additional IA #1 Improvements[1]:	
Right-of-way	*$6,780,000*
Subtotal	*$6,780,000*
Other Costs:	
Administrative Expenses	$35,000
Subtotal	*$35,000*
Total Uses	**$8,958,939**

1 – See Table III-B.4 for details.

The Series 2024 PID Bonds were issued in 2024 and are being used to finance a portion of the costs of the Future Improvement Area Projects, which consist of the Additional Major Improvement Projects and the Future Improvement Area Local Improvements. Table IV-C.1 and Table IV-C.2 show the original and updated sources and uses of funds, respectively, related to the Series 2024 PID Bonds.

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Table IV-C.1
Original Estimated Sources and Uses
Series 2024 PID Bonds

Sources of Funds	Series 2024 PID Bonds
Par amount	$6,611,000
Other funding sources	$0
Total Sources	**$6,611,000**
Uses of Funds	
Additional Major Improvements Projects:[1]	
Roadway Improvements	$701,272
Water Improvements	$223,844
Sanitary Sewer Improvements	$168,811
Storm Drainage Improvements	$197,492
Other Soft and Miscellaneous Costs	$150,756
Right-of-way	$858,192
Subtotal Additional Major Improvement Projects	*$2,300,367*
Future Improvement Area Local Improvements[1]	
Sanitary Sewer Improvements	$1,959,417
Other Soft and Miscellaneous Costs	$822,421
Subtotal Future Improvement Area Local Improvements	*$2,781,838*
Bond Issuance Costs:	
Cost of Issuance	$375,620
Capitalized Interest	$418,590
Reserve Fund	$501,255
Administrative Expense	$35,000
Underwriter's Discount (including Underwriter Counsel fee)	$198,330
Subtotal Bond Issuance Costs	*$1,528,795*
Total Uses	**$6,611,000**

1 – See Table III-C.2 for details.

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Table IV-C.2
Updated Estimated Sources and Uses
Series 2024 PID Bonds

Sources of Funds	Series 2024 PID Bonds
Par amount	$6,611,000
Other funding sources	$18,694
Total Sources	**$6,629,694**
Uses of Funds	
Additional Major Improvements Projects:[1]	
Roadway Improvements	$706,971
Water Improvements	$225,663
Sanitary Sewer Improvements	$170,183
Storm Drainage Improvements	$199,097
Other Soft and Miscellaneous Costs	$151,981
Right-of-way	$865,166
Subtotal Additional Major Improvement Projects	*$2,319,061*
Future Improvement Area Local Improvements[1]	
Sanitary Sewer Improvements	$1,959,417
Other Soft and Miscellaneous Costs	$822,421
Subtotal Future Improvement Area Local Improvements	*$2,781,838*
Bond Issuance Costs:	
Cost of Issuance	$375,620
Capitalized Interest	$418,590
Reserve Fund	$501,255
Administrative Expense	$35,000
Underwriter's Discount (including Underwriter Counsel fee)	$198,330
Subtotal Bond Issuance Costs	*$1,528,795*
Total Uses	**$6,629,694**

1 – See Table III-C.3 for details.

The Series 2025 PID Bonds shown in Table IV-D are anticipated to be issued in 2025 and are being used to finance a portion of the costs of the Improvement Area #2 Improvements.

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Table IV-D
Estimated Sources and Uses
Series 2025 PID Bonds

Sources of Funds	Series 2025 PID Bonds
Par amount	$12,679,000
Other funding sources	$1,800,972
Total Sources	**$14,479,972**
Uses of Funds	
Improvement Area #2 Improvements[1,2]	
Roadway Improvements	$4,235,227
Water Improvements	$1,276,241
Sanitary Sewer Improvements	$2,301,430
Storm Drainage Improvements	$1,662,425
Other Soft and Miscellaneous Costs	$1,974,382
Subtotal	*$11,449,705*
Bond Issuance Costs:	
Cost of Issuance	$760,740
Capitalized interest	$580,030
Reserve Fund	$1,249,127
Administrative Expense	$60,000
Underwriters Discount	$380,370
Subtotal	*$3,030,267*
Total Uses	**$14,479,972**

1 – See Table III-D for details.

2 - These costs do not include $[_____] allocated to the retail parcel within Improvement Area #2 that benefits from the Improvement Area #2 Improvements.

B. PROJECTED FIVE YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness with respect to the Initial Major Improvement Projects and the Initial Improvement Area #1 Projects (including the portion of the Initial Major Improvements allocated to Improvement Area #1), is shown by Table IV-E. The annual projected costs and indebtedness are subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-E
Annual Projected Costs and Annual Projected Indebtedness
Initial Major Improvement Projects and Initial Improvement Area #1 Projects

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Initial Major Improvement Projects Annual Installments[1]	Projected Initial IA #1 Projects Annual Installments[1]
2025 & Prior	$56,138,692	$43,200,000	$12,938,692	$2,055,184	$6,480,424
2026	$0	$0	$0	$792,754	$2,508,289
2027	$0	$0	$0	$792,937	$2,505,544
2028	$0	$0	$0	$792,547	$2,501,068
2029	$0	$0	$0	$796,585	$2,499,864
2030	$0	$0	$0	$794,758	$2,496,637
2031	$0	$0	$0	$792,359	$2,496,388
Total	**$56,138,692**	**$43,200,000**	**$12,938,692**	**$6,817,124**	**$21,488,214**

1 – Projected Annual Installment amounts are net of available capitalized interest.

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Initial Major Improvement Projects and Initial Improvement Area #1 Projects and the costs associated with setting up the PID and bond issuance costs for the Series 2021 PID Bonds including reserves shown in Table IV-A.2. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

The annual projected costs and annual projected indebtedness with respect to the Additional Improvement Area #1 Projects (including the portion of the Additional Major Improvements allocated to Improvement Area #1) is shown by Table IV-F. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-F
Annual Projected Costs and Annual Projected Indebtedness
Additional Improvement Area #1 Projects

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Additional IA #1 Projects Annual Installments
2025 & Prior	$8,958,939	$7,745,000	$1,213,939	$1,152,654
2026	$0	$0	$0	$577,099
2027	$0	$0	$0	$578,411
2028	$0	$0	$0	$579,513
2029	$0	$0	$0	$579,406
2030	$0	$0	$0	$581,148
2031	$0	$0	$0	$581,624
Total	**$8,958,939**	**$7,745,000**	**$1,213,939**	**$4,629,856**

The annual projected costs shown in Table IV-F are the annual expenditures relating to the Additional Improvement Area #1 Projects and the costs of setting up the PID shown in Table IV-B.2. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

The annual projected costs and annual projected indebtedness with respect to the Future Improvement Area Projects (including the portion of the Additional Major Improvements allocated to the Future Improvement Area and the Future Improvement Area Local Improvements) is shown by Table IV-G. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-G
Annual Projected Costs and Annual Projected Indebtedness
Future Improvement Area Projects

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Future Improvement Area Projects Annual Installments
2025 & Prior	$6,629,694	$6,611,000	$18,694	$576,635
2026	$0	$0	$0	$577,099
2027	$0	$0	$0	$578,411
2028	$0	$0	$0	$579,513
2029	$0	$0	$0	$579,406
2030	$0	$0	$0	$581,148
2031	$0	$0	$0	$581,624
Total	**$6,629,694**	**$6,611,000**	**$18,694**	**$4,053,837**

The annual projected costs shown in Table IV-G are the annual expenditures relating to the Future Improvement Area Projects and the costs associated with setting up the PID and bond issuance costs for the Series 2024 PID Bonds including reserves shown in Table IV-C.2. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

The annual projected costs and annual projected indebtedness with respect to the Improvement Area #2 Improvements is shown by Table IV-H. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-H
Annual Projected Costs and Annual Projected Indebtedness
Improvement Area #2 Improvements

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Future Improvement Area Projects Annual Installments
2025	$3,619,993	$12,679,000	$0	$0
2026	$10,859,979	$0	$1,800,972	$0
2027	$0	$0	$0	$1,088,530
2028	$0	$0	$0	$1,087,860
2029	$0	$0	$0	$1,087,654
2030	$0	$0	$0	$1,087,842
2031	$0	$0	$0	$1,087,356
Total	**$14,479,972**	**$12,679,000**	**$1,800,972**	**$5,439,242**

The annual projected costs shown in Table IV-H are the annual expenditures relating to the Improvement Area #2 Improvements and the costs associated with setting up the PID and bond issuance costs for the Series 2025 PID Bonds including reserves shown in Table IV-D. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

As the Future Improvement Areas are developed, in association with issuing Future Phase Bonds for portions of the Future Improvement Areas, a Table IV-I will be added to identify the Authorized Improvements to be financed by each new series of the Future Phase Bonds and the projected indebtedness resulting from each additional series of the Future Phase Bonds.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The "PID Assessment Notice" is attached hereto as Appendix D and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the Town Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings and/or reimbursement agreements that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Series 2021 PID Bonds issued in 2021 to finance the Initial Improvement Area #1 Projects and the Initial Major Improvement Projects, (i) the Additional Improvement Area #1 Projects Reimbursement Agreement obligation incurred in 2023 to finance the Additional Improvement Area #1 Projects, (ii) the Series 2024 PID Bonds were issued in 2024 to finance the Future Improvement Area Projects, and (iii) the Series 2025 PID Bonds are anticipated to be issued in 2025 to finance the Improvement Area #2 Improvements. Subsequent financings may be issued and/or additional obligations created under a reimbursement agreement over the upcoming decade as the subsequent phases of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The bonds being issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the Town Council has determined that the costs of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects, Additional Improvement Area #1 Projects, Future Improvement Area Local Improvements, and Improvement Area #2 Improvements shall be allocated as described below:

1. The costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects shall be allocated on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation

will result in the imposition of equal shares of the costs of such Authorized Improvements of Improvement Area #1 Assessed Property to Parcels similarly benefited.

2. The costs of the Initial Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property.

3. The costs of the Additional Major Improvements are proportionally allocated to the Future Improvement Area Assessed Property and the Improvement Area #1 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Future Improvement Area Assessed Property and the Improvement Area #1 Assessed Property.

4. The Initial Major Improvement Projects are allocated to each Parcel of Major Improvement Area Assessed Property based on estimated Equivalent Units calculated using the average home price of each Lot Type.

5. The Future Improvement Area Projects are allocated to each Parcel of Future Improvement Area Assessed Property based on estimated Equivalent Units calculated using the average home price of each Lot Type.

6. The costs of the Improvement Area #2 Improvements shall be allocated to each Parcel of Improvement Area #2 Assessed Property based on estimated Improvement Area #2 Equivalent Units calculated using the average home price of each Lot Type.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements (including the Initial Major Improvements and the Additional Major Improvements) between Improvement Area #1 Assessed Property, Major Improvement Area Assessed Property, and Future Improvement Area Assessed Property, as applicable.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Phases will receive from the Future Phase Improvements that will benefit each individual Future Phase and that may be financed with Future Phase Bonds. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Initial Major Improvements, Initial Improvement Area #1 Improvements, Additional Improvement Area #1 Projects, Future Improvement Area Projects, and Improvement Area #2 Improvements, as applicable.

In connection with the issuance of Future Phase Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Future Phase Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within a Future Phase in connection with issuance of Future Phase Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects, Additional Improvement Area #1 Projects, Future Improvement Area Local Improvements, and Improvement Area #2 Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied or being levied, as applicable, on the Improvement Area #1 Assessed Property, Major Improvement Area Assessed Property, Future Improvement Area Assessed Property, and Improvement Area #2 Assessed Property for such improvements, and (iii) establishes the methodologies by which the Town Council allocates and reallocates the special benefit of the Initial Major Improvement Projects, Additional Major Improvement Projects, Initial Improvement Area #1 Projects, Additional Improvement Area #1 Projects, Future Improvement Area Local Improvements, and Improvement Area #2 Improvements as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the Town Council of the assessment methodologies set forth below is the result of the discretionary exercise by the Town Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Future Phase Bonds and/or the execution of a related reimbursement agreement, this Service and Assessment Plan will be updated based on the Town's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has received notice that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments have been or are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the Town through the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property either has or will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the Town Council as to the special benefits described in this Service and Assessment Plan and any Assessment Ordinance; (ii) the Service and Assessment Plan and any Assessment Ordinance; and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the Town Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the Town Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer, as the owner of the Assessed Property, at the time of the Assessment levy, has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Initial Major Improvement Costs to Assessed Property

The Initial Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Initial Major Improvement costs must be allocated throughout all Assessed Property in the PID. Table V-A summarizes the allocation of Actual Costs for each type of Initial Major Improvement. The costs shown in Table V-A are estimates and may be revised in an Annual Service Plan Updates, but the related Assessment may not be increased.

Improvement Area #1 is projected to contain 1,057 residential units. As shown in Appendix E, the total Equivalent Units for Improvement Area #1 is calculated as 824.33. The Major Improvement Area is projected to contain 1,114 residential units resulting in a total of 891.67 Equivalent Units. The total projected Equivalent Units in the PID is, therefore, calculated to be 1,716.00 (i.e., 824.33 + 891.67 = 1,716.00). As a result, 48.04 percent of the estimated costs of the Initial Major Improvements (i.e., 824.33 ÷ 1,716.00 = 48.04%) are allocated to the Improvement Area #1 Assessed Property, 51.96 percent of the estimated costs of the Initial Major Improvements (i.e., 891.67 ÷ 1,716.00 = 51.96%) are allocated to the Major Improvement Area Assessed Property. The Series 2021 PID Bonds funded the Initial Major Improvements.

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Table V-A
Allocation of Initial Major Improvement Costs

Authorized Improvement	Estimated Costs
Roadway Improvements	$4,683,477
Water Improvements	$1,627,333
Sanitary Sewer Improvements	$2,407,712
Storm Drainage Improvements	$1,420,019
Parks, Landscaping, and Hardscaping	$2,172,264
Other Soft and Miscellaneous Costs	$5,480,333
Total Initial Major Improvements	**$17,791,138**
Improvement Area #1	
Projected total number of EU	824.33
% of total EU	48.04%
Proportionate Share of Costs	$8,546,520
Major Improvement Area	
Projected total number of EU	891.67
% of total EU	51.96%
Proportionate Share of Costs	$9,244,618

D. Allocation of Additional Major Improvement Costs to Assessed Property

The Additional Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Additional Major Improvement costs must be allocated throughout all Assessed Property in the PID. Table V-B summarizes the allocation of Actual Costs for each type of Additional Major Improvement. The costs shown in Table V-B are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Improvement Area #1 is projected to contain 1,057 residential units. As shown in Appendix E, the total Equivalent Units for Improvement Area #1 is calculated as 824.33. The Future Improvement Area is projected to contain 1,114 residential units resulting in a total of 891.67 Equivalent Units. The total projected Equivalent Units in the PID is, therefore, calculated to be 1,716.00 (i.e., 824.33 + 891.67 = 1,716.00). As a result, 48.04 percent of the estimated costs of the Additional Major Improvements (i.e., 824.33 ÷ 1,716.00 = 48.04%) are allocated to the Improvement Area #1 Assessed Property, 51.96 percent of the estimated costs of the Additional Major Improvements (i.e., 891.67 ÷ 1,716.00 = 51.96%) are allocated to the Future Improvement Area Assessed Property. The Additional Major Improvements are anticipated to be funded, in part under the Additional Improvement Area #1 Projects Reimbursement Agreement (for that portion allocable to Improvement Area #1) and in part by the Series 2024 PID Bonds, as well as from contributions from the Developer without reimbursement.

Table V-B
Allocation of Additional Major Improvement Costs

Authorized Improvement	Estimated Costs
Roadway Improvements	$1,360,555
Water Improvements	$434,285
Sanitary Sewer Improvements	$327,515
Storm Drainage Improvements	$383,160
Other Soft and Miscellaneous Costs	$292,485
Right-of-way	$1,665,000
Total Major Improvements	**$4,463,000**
Improvement Area #1	
Projected total number of EU	824.33
% of total EU	48.04%
Proportionate Share of Costs	$2,143,939
Major Improvement Area	
Projected total number of EU	891.67
% of total EU	51.96%
Proportionate Share of Costs	$2,319,061

E. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the Town Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Major Improvement Area

For purpose of this Service and Assessment Plan, the Town Council determined that the Initial Major Improvement Projects shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within the Major Improvement Area.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Improvement Area #1

For purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Assessments identified in Appendix H-1 (with respect to the Initial Improvement Area #1 Projects) and Appendix H-2 (with respect to the Additional Improvement Area #1 Projects) across the Parcels within Improvement Area #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within Improvement Area #1.

Based on the estimates of the costs of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects, as set forth in Table III-B.6, the Town Council has determined that the respective benefit of the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects to Improvement Area #1 Assessed Property is at least equal to the Assessments levied on the Improvement Area #1 Assessed Property as identified in Appendix H-1 (with respect to the Initial Improvement Area #1 Projects) and Appendix H-2 (with respect to the Additional Improvement Area #1 Projects).

Upon subsequent divisions of any Parcel, each Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, each Assessment will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 levied in connection with the Initial Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, attached as Appendix H-1, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 levied in connection with the Additional Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for the Future Improvement Area

For purpose of this Service and Assessment Plan, the Town Council determined that the Future Improvement Area Projects shall be allocated to the Future Improvement Area Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within the Future Improvement Area.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Future Improvement Area is shown on the Future Improvement Area Assessment Roll – Future Improvement Area Projects, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

4. Assessment Methodology for Improvement Area #2

For purpose of this Service and Assessment Plan, the Town Council determined that the Improvement Area #2 Improvements shall be allocated to the Improvement Area #2 Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Improvement Area #2 Equivalent Units anticipated to be developed on each Parcel within Improvement Area #2.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Improvement Area #2 Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of Equivalent Units at the time residential Lots are platted to the total estimated number of Improvement Area #2 Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the Town Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #2 is shown on the Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

5. Future Phases

When any given Future Phase within the Future Improvement Area is developed, and Future Phase Bonds for that portion of the Future Improvement Area is to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the

imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that portion of the Future Improvement Area.

F. ASSESSMENTS

The Assessments for the pro rata share of the costs Initial Major Improvement Projects and the Initial Improvement Area #1 Projects, which improvement costs are to be paid with the proceeds from Series 2021 PID Bonds were levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll – Initial Major Improvements and the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, as applicable. The Assessments for the costs of the Additional Improvement Area #1 Projects, which costs are to be paid by the Developer and reimbursed under the Additional Improvement Area #1 Projects Reimbursement Agreement were levied on each Parcel or Lot within Improvement Area #1 according to the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects. The Assessments for the costs of the Future Improvement Area Projects, which costs are to be paid with the proceeds from Series 2024 PID Bonds and are levied on each Parcel or Lot within the Future Improvement Area according to the Future Improvement Area Assessment Roll – Future Improvement Area Projects. The Assessments for the costs of the Improvement Area #2 Improvements which costs are to be paid with the proceeds from Series 2025 PID Bonds will be levied on each Parcel or Lot within Improvement Area #2 according to the Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements. The Annual Installments from the Major Improvement Area Assessed Property will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, the Annual Installments from the Improvement Area #1 Assessed Property will be collected on the dates and in the amounts shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, the Annual Installments from the Future Improvement Area Assessed Property will be collected on the dates and in the amounts shown on the Future Improvement Area Assessment Roll – Future Improvement Area Projects, and the Annual Installments from the Improvement Area #2 Assessed Property will be collected on the dates and in the amounts shown on the Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix E for Assessment per equivalent unit, leverage, and estimated tax rate equivalent calculation details.

G. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

H. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments securing Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments securing Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds secured by such Assessments, with the Additional Interest Component of the Annual Installments allocated to fund a reserve (the "Additional Interest Reserve") to be used, among other things, for paying interest associated with a prepayment and to offset any possible delinquency related costs. The respective Additional Interest Reserve related to each series of Bonds shall be funded until it reaches 5.50% of the outstanding series of Bonds unless otherwise stipulated in the applicable Trust Indenture. Once the Additional Interest Reserve is funded in full, the Additional Interest to be paid may be adjusted in a subsequent Annual Service Plan Update or the Town may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected on any portion of an Assessment which secures a reimbursement obligation, including the obligation created under the Additional Improvement Area #1 Projects Reimbursement Agreement, and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Assessment and Annual Installments for each Assessed Property located within the Major Improvement Area are shown on the Major Improvement Area Assessment Roll – Initial Major Improvements, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Major Improvement Area Assessed Property in an amount sufficient to pay (i) principal and interest on the Major Improvement Area Assessed Property's share of the Series 2021 PID Bonds, (ii) to fund the Additional Interest Reserve for the Series 2021 PID Bonds described in Section V, and (iii) to pay its allocated portion of Administrative Expenses related to the PID.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1

The Assessment and Annual Installments for each Assessed Property located within Improvement Area #1 is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-1 and Appendix H-2, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Improvement Area #1 Assessed Property in an amount sufficient to pay (i) with respect to the Annual Installments of the Assessments levied to pay for the Initial Improvement Area #1 Projects, principal and interest on the Improvement Area #1 Assessed Property's share of the Series 2021 PID Bonds (ii) with respect to the Annual Installments of the Assessments levied to pay for the Additional Improvement Area #1 Projects, principal and interest on the Additional Improvement Area #1 Projects Reimbursement Agreement for the Additional Improvement Area #1 Projects, (iii) with respect to the Annual Installments of the Assessments levied to pay for the Initial Improvement Area #1 Projects, to fund the Additional Interest Reserve for the Series 2021 PID Bonds described in Section V, and (iv) to pay its allocated portion of Administrative Expenses related to the PID.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE IMPROVEMENT AREAS

The Assessment and Annual Installments for each Assessed Property located within the Future Improvement Area are shown on the Future Improvement Area Assessment Roll – Future Improvement Area Projects attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Future Improvement Area Assessed Property in an amount sufficient to pay (i) principal and interest on the Series 2024 PID Bonds, (ii) to fund the Additional Interest Reserve for the Series 2024 PID Bonds described in Section V, and (iii) to pay its allocated portion of Administrative Expenses related to the PID.

D. Amount of Assessments and Annual Installments for Parcels Located Within Improvement Area #2

The Assessment and Annual Installments for each Assessed Property located within the Improvement Area #2 are shown on the Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Improvement Area #2 Assessed Property in an amount sufficient to pay (i) principal and interest on the Series 2025 PID Bonds, (ii) to fund the Additional Interest Reserve for the Series 2025 PID Bonds described in Section V, and (iii) to pay its allocated portion of Administrative Expenses related to the PID.

As any given Future Phase is developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within the Future Phase (e.g., an Appendix will be added as the Assessment Roll for Improvement Area #3, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

E. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the Town Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the Town Council.

F. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the Town the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel exceeds the Assessment per Lot calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the Town prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Lot for the Parcel exceeds the Assessment per Lot calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

G. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or obligation under a related reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or obligation under related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds of such series and/or a need to reduce the obligation under a reimbursement agreement, as the case may be, then the Assessment securing such series of Bonds and/or obligation under the related

reimbursement agreement for each Parcel of Assessed Property shall be reduced by the Town Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds or Assessment Revenues shall applied to redeem Bonds of such series as provided in the Trust Indenture or to reduce the obligation under a related reimbursement agreement. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under a related reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the Town Council to reflect only the amounts required to repay the Bonds and/or repay obligations under a related reimbursement agreement, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied in accordance with the applicable Trust Indenture. The Town Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the Town Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay obligations under a related reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under related reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or the amounts outstanding under a related reimbursement agreement.

H. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Payment shall include all Prepayment Costs.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the Town shall deposit the payment in accordance with the Trust Indenture and/or account of the applicable reimbursement agreement; whereupon the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs, as determined by the Administrator, may be prepaid in part. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial prepayment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial prepayment is made.

(e) With respect to this subsection, (i) "Improvement Area #1 Initial Assessment" shall mean the Assessment levied on the Improvement Area #1 Assessed Property to finance the Initial Improvement Area #1 Projects, (ii) "Improvement Area #1 Additional Assessment" shall mean the Assessment levied on the Improvement Area #1 Assessed Property to finance the Additional Improvement Area #1 Projects and (iii) "Total Improvement Area #1 Assessment" shall mean, collectively, the Improvement Area #1 Initial Assessment and Improvement Area #1 Additional Assessment. To the extent an owner of an Improvement Area #1 Assessed Property partially pays their Total Improvement Area #1 Assessment or Annual Installment thereof that is currently due, such payment shall (y) first be allocated to the Improvement Area #1 Initial Assessment up to the amount of the Improvement Area #1 Initial Assessment currently due and shall be deposited in accordance with the Trust Indenture for the Series 2021 PID Bonds and (z) the remainder of the collected payment shall be allocated to the Improvement Area #1 Additional Assessment and used to repay the obligation under the Additional Improvement Area #1 Projects Reimbursement Agreement. To the extent an owner of an Improvement Area #1 Assessed Property partially prepays their Total Improvement Area #1 Assessment, such prepayment shall be allocated on a pro rata basis among the Improvement Area #1 Initial Assessment and Improvement Area #1 Additional Assessment, in accordance with the corresponding Assessment Roll.

Partial payments or prepayments of the Assessments levied against the Major Improvement Area Assessed Property and Future Improvement Area Assessed Property shall be allocated on a pro rata basis, in accordance with the corresponding Assessment Roll.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the Town to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include (i) interest, (ii) Administrative Expenses, and (iii) with respect to Assessments which secure a series of Bonds, payments required for the Additional Interest to fund the Additional Interest Reserve.

Series 2021 PID Bonds

Each Assessment levied against the Improvement Area #1 Assessed Property for the Initial Improvement Area #1 Projects and Major Improvement Area Assessed Property for the Initial Major Improvement Projects shall be paid with interest of no more than the actual interest rate paid on the Series 2021 PID Bonds plus the Additional Interest. The Major Improvement Area Assessment Roll – Initial Major Improvements sets forth for each year the Annual Installment for each Parcel within the Major Improvement Area based on an interest rate of 5.375% and Additional Interest, at the rate of 0.5% for the Additional Interest Reserve. The Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects sets forth for each year the Annual Installment for each Parcel within Improvement Area #1 (and related to the Initial Improvement Area #1 Projects) based on an interest rate of 5.375% and Additional Interest at the rate of 0.5% for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the

amounts shown on the applicable Assessment Rolls, except as such Assessment Rolls may be updated in an Annual Service Plan Update. The Major Improvement Area Assessment Roll – Initial Major Improvements and Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects are shown as Appendix G and Appendix H-1.

Additional Improvement Area #1 Projects Reimbursement Agreement

Each Assessment for the Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects shall be paid with interest of no more than the actual interest rate paid on the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest on the Additional Improvement Area #1 Projects Reimbursement Agreement shall be paid based on an interest rate of 5.875% per annum for years 1 through 5 and 5.875% per annum following the fifth Annual Installment. The interest on the Additional Improvement Area #1 Projects Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the Town and reported in the month prior to the establishment of the Assessments securing such portion of the Additional Improvement Area #1 Projects Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the Town is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments on the Improvement Area #1 Assessed Property securing the Additional Improvement Area #1 Projects Reimbursement Agreement was 3.930%. The Town has determined that the Additional Improvement Area #1 Projects Reimbursement Agreement shall bear interest at the interest rate of 5.875% per annum for years 1 through 5 and 5.875% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.93% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.93%. Furthermore, the Annual Installments of the Assessments levied against Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects may not exceed the amounts shown on the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, except as such Assessment Rolls may be updated in an Annual Service Plan Update. The Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, is shown as Appendix H-2.

Series 2024 PID Bonds

Each Assessment levied against the Future Improvement Area Assessed Property for the Future Improvement Area Projects shall be paid with interest of no more than the actual interest rate paid on the Series 2024 PID Bonds plus the Additional Interest. The Future Improvement Area Assessment Roll – Future Improvement Area Projects sets forth for each year the Annual Installment for each Parcel within the Future Improvement Area based on an interest rate of 5.50% for years 1 through 21 (2024-2044) and 5.75% for years 22 through 30 (2045-2053) and Additional Interest for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the applicable Assessment Roll, shown in Appendix I, except as such Assessment Roll may be updated in an Annual Service Plan Update.

Series 2025 PID Bonds

Each Assessment levied against the Improvement Area #2 Assessed Property for the Improvement Area #2 Improvements shall be paid with interest of no more than the actual interest rate paid on the Series 2025 PID Bonds plus the Additional Interest. The Improvement Area #2 Assessment Roll –Improvement Area #2 Improvements sets forth for each year the Annual Installment for each Parcel within Improvement Area #2 based on an estimated interest rate of 6.50% for years 1 through 30 (2026-2055) and Additional Interest for the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Improvement Area #2 – Improvement Area #2 Improvements Assessment Roll, shown in Appendix J, except as such Assessment Roll may be updated in an Annual Service Plan Update. The Improvement Area #2 – Improvement Area #2 Improvements Assessment Roll will be updated with the actual interest rate(s) on the Series 2025 PID Bonds.

The Town reserves and shall have the right and option to refund the Bonds and/or the obligations due under a related reimbursement agreement in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

I. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the Town Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Annual Installments shall be collected by the Town in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the Town. The Town Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and/or the obligations due under a related reimbursement agreement, Additional Interest (if applicable), and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely

payment of the non-delinquent Annual Installments against such property as they become due and payable.

Series 2021 PID Bonds

Each Annual Installment of an Assessment related to the Series 2021 PID Bonds, including the interest on the unpaid amount of such an Assessment, shall be calculated as of September 1 and updated annually. Each such Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Series 2021 PID Bonds were collected following the issuance of the Series 2021 PID Bonds and were due January 31, 2022.

Additional Improvement Area #1 Projects Reimbursement Agreement

The collection of the first Annual Installment of an Assessment related to the Additional Improvement Area #1 Projects Reimbursement Agreement commenced September 1, 2023, and was due January 31, 2024.

Series 2024 PID Bonds

Each Annual Installment of an Assessment related to the Series 2024 PID Bonds, including the interest on the unpaid amount of such an Assessment, shall be calculated as of September 1 and updated annually. Each such Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Series 2024 PID Bonds commence with the issuance of the Series 2024 PID Bonds and were due January 31, 2025.

Series 2025 PID Bonds

Each Annual Installment of an Assessment related to the Series 2025 PID Bonds, including the interest on the unpaid amount of such an Assessment, shall be calculated as of September 1 and updated annually. Each such Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Series 2025 PID Bonds will commence with the issuance of the Series 2025 PID Bonds and will be due January 31, 2027.

J. SURPLUS FUNDS REMAINING IN THE SERIES 2021 PID PROJECT FUND

If proceeds from the Series 2021 PID Bonds still remain after all of the Major Improvement Area Projects and the Initial Improvement Area #1 Projects are constructed and accepted by the Town, the proceeds may be utilized in accordance with the Trust Indenture for the Series 2021 PID Bonds.

K. SURPLUS FUNDS REMAINING IN THE SERIES 2024 PID PROJECT FUND

If proceeds from the Series 2024 PID Bonds still remain after all of the Future Improvement Area Projects are constructed and accepted by the Town, the proceeds may be utilized in accordance with the Trust Indenture for the Series 2024 PID Bonds.

L. SURPLUS FUNDS REMAINING IN THE SERIES 2025 PID PROJECT FUND

If proceeds from the Series 2025 PID Bonds still remain after all of the Improvement Area #2 Improvements are constructed and accepted by the Town, the proceeds may be utilized in accordance with the Trust Indenture for the Series 2025 PID Bonds.

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VII. THE ASSESSMENT ROLL

A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLL – INITIAL MAJOR IMPROVEMENTS

The Town Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the Town Council) to determine the amount of Assessed Property within the Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Initial Major Improvement Projects. Table VII-A summarizes the $11,836,700 in special benefit received by the Major Improvement Area Assessed Property from the Initial Major Improvement Projects, a portion of the costs of the PID formation, operation, and/or administration, and the pro rata share of the Series 2021 PID Bonds issuance costs. The portion of the Series 2021 PID Bonds allocable to Major Improvement Area Assessed Property is $10,280,000, which is less than or equal to the benefit received by the Major Improvement Area Assessed Property for the Initial Major Improvement Projects, a portion of the costs of the PID formation, operation, and/or administration, and the pro rata share of the Series 2021 PID Bonds issuance costs. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $10,280,000 plus the Additional Interest Component, and annual Administrative Expenses. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll – Initial Major Improvements is attached hereto as Appendix G.

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Table VII-A
Initial Major Improvement Projects
Special Benefit Summary

Special Benefit	Total Cost
Initial Major Improvement Projects	$9,244,618
Total Authorized Improvements[1]	*$9,244,618*
Pro rata share of PID Formation/Bond Costs of Issuance	
Cost of Issuance	$784,385
Capitalized interest	$1,013,008
Reserve Fund	$708,289
Administrative Expense	$35,000
Placement Agent's Fee	$51,400
PID Formation/Bond Cost of Issuance	*$2,592,082*
Total Special Benefit	**$11,836,700**
Special Benefit	
Total Special Benefit	$11,836,700
Projected Assessment	$10,280,000
Excess Benefit	**$1,556,700**

1 – See Table III-A.2 for details.

B. Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects and Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects

The Town Council has evaluated each Parcel in Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the Town Council) to determine the amount of Assessed Property within the Improvement Area #1.

The Improvement Area #1 Assessed Property is assessed separately for the special benefits conferred upon the property resulting from (i) the Initial Improvement Area #1 Projects, and (ii) the Additional Improvement Area #1 Projects. Table VII-B summarizes the $44,301,991 in special benefit received by the Improvement Area #1 Assessed Property from the Initial Improvement Area #1 Projects, a portion of the costs of the PID formation, and the pro rata share of the Series 2021 PID Bonds issuance costs, and the $8,993,939 in special benefit received by the Improvement Area #1 Assessed Property resulting the Additional Improvement Area #1 Projects. The portion of the Series 2021 PID Bonds allocable to Improvement Area #1 Assessed Property for the Initial Improvement Area #1 Projects is $32,920,000. The Assessment levied under the Additional Improvement Area #1 Projects Reimbursement Agreement for the Additional Improvement Area #1 Projects is $7,745,000. The Initial Improvement Area #1 Assessments levied against the Improvement Area #1 Assessed Property is $32,920,000, which is less than or equal to the benefit

received by the Improvement Area #1 Assessed Property from the Initial Improvement Area #1 Projects, a portion of the costs of the PID formation, and the pro rata share of the Series 2021 PID Bonds issuance costs. The Additional Improvement Area #1 Assessments levied against the Improvement Area #1 Assessed Property is $7,745,000, which is less than or equal to the benefit received by the Improvement Area #1 Assessed Property from the Additional Improvement Area #1 Projects. Accordingly, the total Assessment (including (i) the portion related to the Initial Improvement Area #1 Projects and (ii) the portion related to the Additional Improvement Area #1 Projects) to be applied to all the Improvement Area #1 Assessed Property is $40,665,000 plus the Additional Interest Component (with respect to the portion securing the Series 2021 PID Bonds only), and annual Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.E. The Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects is attached hereto as Appendix H-1 and the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects is attached hereto as Appendix H-2.

Table VII-B
Improvement Area #1
Special Benefit Summary

Special Benefit	Series 2021 PID Bonds Cost	Additional IA #1 Reimbursement Agreement Cost	Total Cost
Initial Improvement Area #1 Projects	$36,997,605	$0	$36,997,605
Additional Improvement Area #1 Projects	$0	$8,958,939	$8,958,939
Total Authorized Improvements[1]	*$36,997,605*	*$8,958,939*	*$45,956,544*
Pro rata share of PID Formation/Bond Costs of Issuance			
Cost of Issuance	$1,552,615	$0	$1,552,615
Capitalized interest	$3,243,992	$0	$3,243,992
Reserve Fund	$2,268,179	$0	$2,268,179
Administrative Expense	$75,000	$35,000	$110,000
Placement Agent's Fee	$164,600	$0	$164,600
PID Formation/Bond Cost of Issuance	*$7,304,387*	*$35,000*	*$7,339,386*
Total Special Benefit	**$44,301,991**	**$8,993,939**	**$53,295,930**
Special Benefit			
Total Special Benefit	$44,301,991	$8,993,939	$53,295,930
Projected Assessment	$32,920,000	$7,745,000	$40,665,000
Excess Benefit	**$11,381,991**	**$1,248,939**	**$12,630,930**

1 – See Table III-B.2 for details.

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C. Future Improvement Area Assessment Roll – Future Improvement Area Projects

The Town Council has evaluated each Parcel within the Future Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the Town Council) to determine the amount of Assessed Property within the Future Improvement Area.

The Future Improvement Area Assessed Property is assessed for the special benefits conferred upon the property resulting from the Future Improvement Area Projects. Table VII-C summarizes the $6,629,694 in special benefit received by the Future Improvement Area Assessed Property from the Future Improvement Area Projects, a portion of the costs of the PID formation, operation, and/or administration, and the Series 2024 PID Bonds issuance costs. The Series 2024 PID Bonds allocable to Future Improvement Area Assessed Property is $6,611,000, which is less than or equal to the benefit received by the Future Improvement Area Assessed Property for the Future Improvement Area Projects, a portion of the costs of the PID formation, operation, and/or administration, and the Series 2024 PID Bonds issuance costs. Accordingly, the total Assessment to be applied to all the Future Improvement Area Assessed Property is $6,611,000 plus the Additional Interest Component, and annual Administrative Expenses. The Assessment for each Future Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Future Improvement Area Assessment Roll – Future Improvement Area Projects is attached hereto as Appendix I.

Table VII-C
Future Improvement Area Projects
Special Benefit Summary

Special Benefit	Total Cost
Future Improvement Area Projects	$5,100,899
Total Authorized Improvements[1]	*$5,100,899*
Bond Issuance Costs	
Cost of Issuance	$375,620
Capitalized interest	$418,590
Reserve Fund	$501,255
Administrative Expense	$35,000
Underwriters Discount	$198,330
Bond Issuance Costs	*$1,528,795*
Total Special Benefit	**$6,629,694**
Special Benefit	
Total Special Benefit	$6,629,694
Projected Assessment	$6,611,000
Excess Benefit	**$18,694**

1 – See Table III-C.3 for details.

D. IMPROVEMENT AREA #2 ASSESSMENT ROLL –IMPROVEMENT AREA #2 IMPROVEMENTS

The Town Council has evaluated each Parcel within Improvement Area #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the Town Council) to determine the amount of Assessed Property within Improvement Area #2.

The Improvement Area #2 Assessed Property is assessed for the special benefits conferred upon the property resulting from the Improvement Area #2 Improvements. Table VII-D summarizes the $14,422,077 in special benefit received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Improvements, a portion of the costs of the PID formation, operation, and/or administration, and the Series 2025 PID Bonds issuance costs. The Series 2025 PID Bonds allocable to Improvement Area #2 Assessed Property is $12,434,000, which is less than the benefit received by the Improvement Area #2 Assessed Property for the Improvement Area #2 Improvements, a portion of the costs of the PID formation, operation, and/or administration, and the Series 2025 PID Bonds issuance costs. Accordingly, the total Assessment to be applied to all the Improvement Area #2 Assessed Property is $12,434,000 plus the Additional Interest Component, and annual Administrative Expenses. The Assessment for each Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section V.E. The Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements is attached hereto as Appendix J.

Table VII-D
Improvement Area #2 Improvements
Special Benefit Summary

Special Benefit	Total Cost
Improvement Area #2 Improvements	$11,449,705
Total Authorized Improvements[1]	*$11,449,705*
Bond Issuance Costs	
Cost of Issuance	$746,040
Capitalized interest	$568,822
Reserve Fund	$1,224,490
Administrative Expense	$60,000
Underwriters Discount	$373,020
Bond Issuance Costs	*$2,972,372*
Total Special Benefit	**$14,422,077**
Special Benefit	
Total Special Benefit	$14,422,077
Projected Assessment	$12,434,000
Excess Benefit	**$1,988,077**

1 – See Table III-D for details.
2 - These costs do not include $[_____] allocated to the retail parcel within Improvement Area #2 that benefits from the Improvement Area #2 Improvements.

E. FUTURE IMPROVEMENT AREA ASSESSMENT ROLL

As any given Future Phase is developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phase (e.g. an appendix will be added as the Assessment Roll for each Future Phase).

F. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the Town Council for approval, annual updates to the Major Improvement Area Assessment Roll – Initial Major Improvements, Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, the Future Improvement Area Assessment Roll – Future Improvement Area Projects, and the Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements, and in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the Town and permitted by the PID Act: (i) the identification of each Parcel; (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); (iv) the Additional Interest Component to be collected from the Assessed Property for the year (if the Assessment secures Bonds); and (v) reduction of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The Town may elect to designate a third party to serve as Administrator. The Town shall notify Developer in writing at least thirty (30) days in advance before appointing a third-party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the Town not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error, and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the Town Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the Town Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the Town Council, the decision of the Town Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the Town shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The Town Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Delinquent Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The Town Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or 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 Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Town.

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APPENDIX A
PID MAP

FM 720
LG 720 & 380 LLC
US HWY 380
FM 2931
PROVIDENCE BLVD.
CHURCH
OAK GROVE CEMETERY
HEB GROCERY COMPANY LP
BATES TOWNE CROSSING
FUTURE COMMERCIAL (BY OTHERS)
FUTURE COMMERCIAL (BY OTHERS)
FUTURE COMMERCIAL (BY OTHERS)
FUTURE BOUNDARY
SPIRITAS EAST
EXISTING BOUNDARY
PHASE 1G
141 - 40s
102 - 50s
243 - Total Lots
47 Acres
PHASE 4G
192 - 40s
30 Acres
PHASE 2G
209 - 40s
136 - 50s
105 - 60s
450 - Total Lots
118 Acres
AMENITY CENTER
2 AC.
PHASE 2M
71 - 40s
74 - 50s
145 - Total Lots
31 Acres
PHASE 1M
80 - 40s
78 - 50s
158 - Total Lots
31 Acres
70' BRAZOS ELEC. ESMT
ELEMENTARY SCHOOL SITE
13 AC.
PHASE 1 NORTH
112 - 50s
23 Acres
PHASE 3
180 - 50s
147 - 60s
327 - Total Lots
100 Acres
PHASE 1L
109 - 50s
24 Acres
RYAN SPIRITAS PKWY
AMENITY CENTER
4 AC.
RETAIL
POND
3 AC.
MSUD SITE
1.8 AC.
MODEL PARK
6 - 40s
8 - 50s
4 - 60s
18 - Total Lots
6 Acres
FS
3 AC.
PHASE 1 SOUTH
177 - 40s
179 - 50s
61 - 60s
417 - Total Lots
103 Acres
LEWISVILLE LAKE

Spiritas East Concept Plan 2

DATA TABLE

Gross Site Area:	43+/-
Residential Product Type:	Total
40'x 130' Lot (Courtyard Lots)	28
40'x 115' Lot	89
50'x 370'(avg) Lot	29
Total Lots	146

Spiritas Ranch Concept Plan 49

DATA TABLE

Gross Site Area:		545+/-
	Acres	Gross %
Residential Lots	428	79%
Green Space	53	9.5%
School Site	13	2%
Floodplain	16	3%
Ponds	5	1%
Right-of-Way	17	3%
Amenity Center	7	1%
Retail	2	0.5%
Fire Station	3	0.5%
MSUD Well Site	1.8	0.5%

Residential Product Type:	Phase 1	Future	Total
40'x 115' Lot	404	472	876
50'x 115' Lot	588	390	978
60'x 120' Lot	65	252	317
Total Lots	1,057	1,114	2,171
Total Acres	251	294	545

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SPIRITAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM , DENTON COUNTY, TEXAS

SCALE: 1"=600'
DATE: October 2025

CENTURION AMERICAN

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\2019017OOLP49 FULL SpiritasConceptPlan 2025.06.02.dwg Oct 08 2025 - 4:59 pm eskes

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

COMMUNITY NAME: Spiritas Ranch
PHASES: Full Development
CITY OR TOWN: Town of Little Elm, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	548.0
NET ACREAGE:	439.0
TOTAL LOTS:	**2,156**
TOTAL DENSITY:	4.91
LANDPLAN:	25
CREATED BY:	MC
REVIEWED BY:	AB
CREATED:	04/06/20
REVISED:	**04/07/21**

Direct Phase Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1H**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 4,637,836	$ 1,255,186	$ 225,382	$ 337,561	$ 456,256	$ 2,363,451
2	Grading Site Preparation	$ 988,257	$ 228,241	$ 46,902	$ 57,239	$ 63,202	$ 592,674
3	Water	$ 4,305,156	$ 1,281,020	$ 165,683	$ 324,472	$ 371,960	$ 2,162,021
4	Sanitary Sewer	$ 6,630,163	$ 2,184,173	$ 452,883	$ 513,815	$ 577,725	$ 2,901,568
5	Storm Drain	$ 9,992,686	$ 2,965,160	$ 311,678	$ 621,496	$ 557,983	$ 5,536,370
6	Street Improvements	$ 14,784,454	$ 4,223,124	$ 696,504	$ 1,126,189	$ 1,236,241	$ 7,502,397
7a	Screening/Landscape Walls	$ -					
7b	Ret Walls	$ -					
8	Dry Utilities	$ -					
9	Contingency 5%	$ 2,066,928	$ 606,845	$ 94,952	$ 149,039	$ 163,168	$ 1,052,924
10	District Formation Costs	$ -					
11	Turn Lane Improvements	$ -					
12	N/A	$ -					
	Total	$ 43,405,480	$ 12,743,749	$ 1,993,983	$ 3,129,809	$ 3,426,534	$ 22,111,405
	Cost per Lot	$ 20,132	$ 23,298	$ 18,293	$ 19,809	$ 14,101	$ 20,120

Major Improvements Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1H**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 3,198,142	$ 1,073,940	$ 183,836	$ 195,082	$ 181,860	$ 1,563,424
2	Grading Site Preparation	$ -					
3	Water	$ 1,071,650	$ 407,883	$ 103,810	$ 47,028	$ 57,820	$ 455,109
4	Sanitary Sewer	$ 5,954,900	$ 1,823,800	$ 40,013	$ -	$ 250,850	$ 3,840,238
5	Storm Drain	$ 2,455,591	$ 319,720	$ -	$ 228,760	$ -	$ 1,907,111
6	Street Improvements	$ 4,155,459 0	$ 1,815,889	$ 477,567	$ 266,755	$ 411,095	$ 1,184,153
7a	Screening/Landscape Walls	$ 3,450,000	$ 1,260,000	$ 460,000	$ 260,000	$ 350,000	$ 1,120,000
8	Dry Utilities - Spiritas Median	$ 1,362,125	$ 1,189,125	$ 173,000	$ -	$ -	$ -
9	Contingency 5%	$ 1,265,977	$ 507,095	$ 73,455	$ 67,131	$ 62,581	$ 555,714
10	District Formation Costs	$ 1,200,000	$ 1,200,000				
11	Turn Lane Improvements	$ 1,725,000	$ 690,000	$ -	$ 345,000	$ -	$ 690,000
12	Common Area Amenities & Trails	$ 746,670	$ 361,550	$ 30,880	$ -	$ -	$ 354,240
	Total	$ 26,585,514	$ 10,649,001	$ 1,542,561	$ 1,409,757	$ 1,314,207	$ 11,669,989
	Cost per Lot	$ 12,331	$ 19,468	$ 14,152	$ 8,923	$ 5,408	$ 10,619

Private Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1H**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 1,491,440	$ 392,135	$ 75,580	$ 106,576	$ 164,148	$ 753,002
2	Grading Site Preparation	$ 7,677,804	$ 2,083,694	$ 405,299	$ 549,113	$ 856,662	$ 3,783,036
3	Water	$ -					
4	Sanitary Sewer	$ -					
5	Storm Drain	$ -					
6	Street Improvements	$ -					
7a	Screening/Landscape Walls	$ -					
7b	Ret Walls	$ 4,903,000	$ 1,383,000	$ 234,300	$ 318,400	$ 482,300	$ 2,485,000
8	Dry Utilities	$ 2,156,000	$ 547,000	$ 109,000	$ 158,000	$ 243,000	$ 1,099,000
9	Contingency 5%	$ 961,412	$ 320,291	$ 41,209	$ 56,604	$ 87,305	$ 456,002
10	District Formation Costs	$ -					
11	Turn Lane Improvements	$ -					
12	Amenity Center	$ 3,000,000	$ 2,000,000	$ -	$ -	$ -	$ 1,000,000
	Total	$ 20,189,657	$ 6,726,120	$ 865,388	$ 1,188,693	$ 1,833,415	$ 9,576,040
	Cost per Lot	$ 9,364	$ 12,296	$ 7,939	$ 7,523	$ 7,545	$ 8,713
TOTALS		***$ 90,180,651***	***$ 30,118,871***	***$ 4,401,932***	***$ 5,728,259***	***$ 6,574,156***	***$ 43,357,433***
per lot		***$ 41,828***	***$ 55,062***	***$ 40,385***	***$ 36,255***	***$ 27,054***	***$ 39,452***

40' Lots	876	181	0	80	143	472
50' Lots	977	301	109	78	100	389
60' Lots	303	65	0	0	0	238
Total Lots	***2156***	***547***	***109***	***158***	***243***	***1099***

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.

NOTES

[1] Development cost does not include: City/District/County Fees, Bonds, & Permits

[2] Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

[3] Professional Fees do not include: Land Entitlements, Feasibility, Boundary Survey, Topographic Survey, Tree Survey, Flood Studies, Geotechnical, Environmental, Wetlands SWPPP Administration, or Traffic Studies.

COMMUNITY NAME: Spiritas Ranch
PHASES: 2M, 2H, 3H, 4H
CITY OR TOWN: Town of Little Elm, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	548.0
NET ACREAGE:	439.0
TOTAL LOTS:	**1,099**
TOTAL DENSITY:	2.50
LANDPLAN:	28
CREATED BY:	MC
REVIEWED BY:	AB
CREATED:	03/17/21
REVISED:	**04/07/21**

Direct Phase Costs		**TOTALS**	**PHASE 2M**	**PHASE 2H**	**PHASE 3H**	**PHASE 4H**
	Lot Count	**1099**	**145**	**327**	**435**	**192**
1	Engineering	$ 2,397,605	$ 289,678	$ 750,484	$ 991,494	$ 365,948
2	Grading Site Preparation	$ 607,696	$ 39,056	$ 259,681	$ 277,216	$ 31,742
3	Water	$ 2,351,037	$ 261,903	$ 790,815	$ 959,597	$ 338,722
4	Sanitary Sewer	$ 3,558,710	$ 352,315	$ 1,122,410	$ 1,537,575	$ 546,410
5	Storm Drain	$ 5,316,259	$ 561,212	$ 1,460,744	$ 2,668,319	$ 625,984
6	Street Improvements	$ 7,544,390	$ 809,081	$ 2,874,028	$ 3,077,175	$ 784,107
7a	Screening/Landscape Walls	$ -				
7b	Ret Walls	$ -				
8	Dry Utilities	$ -				
9	Contingency 5%	$ 1,088,785	$ 115,662	$ 362,908	$ 475,569	$ 134,646
10	District Formation Costs	$ -				
11	Turn Lane Improvements	$ -				
12	N/A	$ -				
	Total	$ 22,864,480	$ 2,428,906	$ 7,621,069	$ 9,986,945	$ 2,827,560
	Cost per Lot	$ 20,805	$ 16,751	$ 23,306	$ 22,958	$ 14,727

Major Improvements Costs		**TOTALS**	**PHASE 2M**	**PHASE 2H**	**PHASE 3H**	**PHASE 4H**
	Lot Count	**1099**	**145**	**327**	**435**	**192**
1	Engineering	$ 1,189,838	$ 128,415	$ 319,511	$ 567,988	$ 173,924
2	Grading Site Preparation	$ -				
3	Water	$ 418,483	$ 32,215	$ 112,090	$ 134,468	$ 139,710
4	Sanitary Sewer	$ 2,449,125	$ -	$ 1,229,875	$ 1,219,250	$ -
5	Storm Drain	$ 1,139,698	$ -	$ -	$ 1,075,838	$ 63,860
6	Street Improvements	$ 461,180	$ 8,170	$ -	$ 76,500	$ 376,510
7a	Screening/Landscape Walls	$ 1,050,000	$ 370,000	$ 40,000	$ 200,000	$ 440,000
8	Dry Utilities - HEB Rd Median	$ 129,500	$ -	$ -	$ -	$ 129,500
9	Contingency 5%	$ 415,919	$ 44,190	$ 109,949	$ 195,455	$ 66,325
10	District Formation Costs	$ -				
11	Turn Lane Improvements	$ 690,000	$ 345,000	$ -	$ 345,000	$ -
12	Common Area Amenities & Trails	$ 790,560	$ -	$ 497,510	$ 290,050	$ 3,000
	Total	$ 8,734,302	$ 927,990	$ 2,308,935	$ 4,104,548	$ 1,392,829
	Cost per Lot	$ 7,947	$ 6,400	$ 7,061	$ 9,436	$ 7,254

Private Costs		**TOTALS**	**PHASE 2M**	**PHASE 2H**	**PHASE 3H**	**PHASE 4H**
	Lot Count	**1099**	**145**	**327**	**435**	**192**
1	Engineering	$ 761,316	$ 99,335	$ 235,413	$ 300,083	$ 126,485
2	Grading Site Preparation	$ 4,250,316	$ 528,299	$ 1,409,657	$ 1,704,756	$ 607,605
3	Water	$ -				
4	Sanitary Sewer	$ -				
5	Storm Drain	$ -				
6	Street Improvements	$ -				
7a	Screening/Landscape Walls	$ -				
7b	Ret Walls	$ 2,184,000	$ 298,400	$ 682,600	$ 816,900	$ 386,100
8	Dry Utilities	$ 1,099,000	$ 145,000	$ 327,000	$ 435,000	$ 192,000
9	Contingency 5%	$ 464,732	$ 103,552	$ 132,733	$ 162,837	$ 65,609
10	District Formation Costs	$ -				
11	Turn Lane Improvements	$ -				
12	Amenity Center	$ 1,000,000	$ 1,000,000			
	Total	$ 9,759,364	$ 2,174,585	$ 2,787,403	$ 3,419,576	$ 1,377,799
	Cost per Lot	$ 8,880	$ 14,997	$ 8,524	$ 7,861	$ 7,176
TOTALS		***$ 41,358,146***	***$ 5,531,482***	***$ 12,717,407***	***$ 17,511,069***	***$ 5,598,188***
per lot		***$ 37,633***	***$ 38,148***	***$ 38,891***	***$ 40,255***	***$ 29,157***
	40' Lots	472	71	0	209	192
	50' Lots	389	74	180	135	0
	60' Lots	238	0	147	91	0
	Total Lots	***1099***	***145***	***327***	***435***	***192***

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT

NOTES

[1] Development cost does not include: City/District/County Fees, Bonds, & Permits

[2] Development cost does not include: Rock Excavation

[3] Professional Fees do not include: SWPPP Administration

[4] Unit costs in this OPC were provided to Barraza Consulting Group, LLC by RES

COMMUNITY NAME: Spiritas Ranch
PHASES: Full Development
CITY OR TOWN: Town of Little Elm, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	548.0
NET ACREAGE:	439.0
TOTAL LOTS:	**2,156**
TOTAL DENSITY:	4.91
LANDPLAN:	25
CREATED BY:	MC
REVIEWED BY:	AB
CREATED:	04/06/20
REVISED:	**06/29/23**

Direct Phase Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 5,641,612	$ 1,388,588	$ 276,147	$ 383,593	$ 550,636	$ 3,042,647
2	Grading Site Preparation	$ 1,932,580	$ 593,844	$ 94,162	$ 136,491	$ 209,920	$ 898,164
3	Water	$ 9,549,154	$ 2,225,060	$ 505,183	$ 810,067	$ 998,564	$ 5,010,280
4	Sanitary Sewer	$ 13,437,382	$ 2,403,088	$ 540,343	$ 734,392	$ 954,969	$ 8,804,590
5	Storm Drain	$ 12,023,381	$ 3,083,651	$ 581,396	$ 915,048	$ 843,751	$ 6,599,535
6	Street Improvements	$ 19,677,740	$ 5,244,122	$ 967,866	$ 967,866	$ 1,687,524	$ 10,810,362
9	Contingency 5%	$ 3,113,092	$ 746,918	$ 148,255	$ 197,373	$ 262,268	$ 1,758,279
13	ROW Acreage[6]	$ 14,880,000	$ 3,705,000	$ 705,000	$ 1,080,000	$ 1,290,000	$ 8,100,000
	Total	$ 80,254,941	$ 19,390,271	$ 3,818,352	$ 5,224,830	$ 6,797,632	$ 45,023,856
	Cost per Lot	$ 37,224	$ 35,448	$ 35,031	$ 33,069	$ 27,974	$ 40,968

Major Improvements Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 3,238,607	$ 1,759,771	$ -	$ 204,383	$ 72,793	$ 1,201,660
3	Water	$ 2,703,776	$ 1,476,315	$ -	$ 65,856	$ 85,162	$ 1,076,442
4	Sanitary Sewer	$ 2,825,912	$ 2,077,796	$ -	$ 256,534	$ 73,382	$ 418,200
5	Storm Drain	$ 2,658,742	$ 1,239,260	$ -	$ 168,555	$ 12,204	$ 1,238,722
6	Street Improvements	$ 5,234,675	$ 3,385,956	$ -	$ 370,729	$ 257,448	$ 1,220,541
7a	Screening/Landscape Walls	$ 3,095,500	$ 1,843,500	$ -	$ -	$ -	$ 1,252,000
8	Dry Utilities - Spiritas Median	$ 1,551,189	$ 1,396,189	$ -	$ -	$ -	$ 155,000
9	Contingency 5%	$ 1,268,459	$ 751,816	$ -	$ 70,332	$ 25,049	$ 421,262
10	District Formation Costs	$ 1,200,000	$ 1,200,000	$ -	$ -	$ -	$ -
11	Turn Lane Improvements	$ 1,704,344	$ 328,764	$ -	$ 340,580	$ -	$ 1,035,000
12	Common Area Amenities & Trails	$ 1,156,444	$ 328,764	$ -	$ -	$ -	$ 827,680
13	ROW Acreage[4,6,7]	$ 1,665,000	$ -	$ -	$ 375,000	$ 300,000	$ 375,000
14	Perimeter Road[6,7]						
a	Engineering	$ 292,485	$ -	$ -	$ -	$ -	$ -
b	Water	$ 434,285	$ -	$ -	$ -	$ -	$ -
c	Sanitary Sewer	$ 327,515	$ -	$ -	$ -	$ -	$ -
d	Storm Drain	$ 383,160	$ -	$ -	$ -	$ -	$ -
e	Street Improvements	$ 805,555	$ -	$ -	$ -	$ -	$ -
f	ROW Acreage	$ 555,000	$ -	$ -	$ -	$ -	$ -
	Total	$ 31,100,648	$ 15,788,131	$ -	$ 1,851,970	$ 826,039	$ 9,221,507
	Cost per Lot	$ 14,425	$ 28,863	$ -	$ 11,721	$ 3,399	$ 8,391

Private Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 1,605,279	$ 336,767	$ 67,107	$ 97,275	$ 149,606	$ 954,524
2	Grading Site Preparation	$ 10,877,373	$ 1,680,687	$ 334,908	$ 485,464	$ 746,631	$ 7,629,683
7b	Ret Walls	$ 3,932,206	$ 678,656	$ 135,235	$ 196,029	$ 301,487	$ 2,620,800
8	Dry Utilities	$ 1,306,049	$ 51,043	$ 51,043	$ 38,855	$ 60,108	$ 1,105,000
9	Contingency 5%	$ 1,036,045	$ 237,358	$ 29,415	$ 40,881	$ 62,892	$ 665,500
12	Amenity Center	$ 3,000,000	$ 2,000,000	$ -	$ -	$ -	$ 1,000,000
	Total	$ 21,756,953	$ 4,984,511	$ 617,708	$ 858,503	$ 1,320,723	$ 13,975,508
	Cost per Lot	$ 10,091	$ 9,112	$ 5,667	$ 5,434	$ 5,435	$ 12,717
TOTALS		***$ 133,112,541***	***$ 43,575,913***	***$ 4,436,060***	***$ 7,935,303***	***$ 8,944,394***	***$ 68,220,872***
per lot		***$ 61,741***	***$ 79,663***	***$ 40,698***	***$ 50,223***	***$ 36,808***	***$ 62,075***
	40' Lots	876	181	0	80	143	472
	50' Lots	977	301	109	78	100	389
	60' Lots	303	65	0	0	0	238
	Total Lots	***2156***	***547***	***109***	***158***	***243***	***1099***

Remainder Improvements[5]		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
		2156	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 309,000	$ -	$ -	$ -	$ -	$ 309,000
4	Sanitary Sewer	$ 1,959,417	$ -	$ -	$ -	$ -	$ 1,959,417
9	Contingency 5%	$ 113,421	$ -	$ -	$ -	$ -	$ 113,421
TOTALS		***$ 2,381,838***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 2,381,838***
per lot		***$ 1,105***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 2,167***

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.

NOTES

1 Development cost does not include: City/District/County Fees, Bonds, & Permits

2 Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

3 Professional Fees do not include: Geotechnical, Environmental, or SWPPP Administration.

4 Streets include Ryan Spiritas Pkwy, Hidden Oaks Trail, Spiritas Ranch Road

5 Remainder Improvements include Lift Station #2 and associated Force Main. Lift Station #2 total capacity is 1499 LUEs: 895 LUEs reserved for Spiritas Ranch, 146 for Spiritas East, 33 for Spiritas Ranch commercial acreage, 425 for neighbor commercial acreage. Cost shown is required for 895 LUE Spiritas Ranch, less $230,000 in Spiritas East PID. Additional pumps will be required for future expansion.

6 Represents Additional Phase #1 Projects costs incorporated in OPC updated as of June 12, 2023.

7 Represents Additional Major Improvements costs incorporated in OPC updated as of June 12, 2023.

COMMUNITY NAME: Spiritas Ranch
PHASES: Full Development
CITY OR TOWN: Town of Little Elm, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	548.0
NET ACREAGE:	439.0
TOTAL LOTS:	**2,156**
TOTAL DENSITY:	4.91
LANDPLAN:	25
CREATED BY:	MC
REVIEWED BY:	AB
CREATED:	04/06/20
REVISED:	**04/16/24**

Direct Phase Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 5,641,612	$ 1,388,588	$ 276,147	$ 383,593	$ 550,636	$ 3,042,647
2	Grading Site Preparation	$ 1,932,580	$ 593,844	$ 94,162	$ 136,491	$ 209,920	$ 898,164
3	Water	$ 9,549,154	$ 2,225,060	$ 505,183	$ 810,067	$ 998,564	$ 5,010,280
4	Sanitary Sewer	$ 13,437,382	$ 2,403,088	$ 540,343	$ 734,392	$ 954,969	$ 8,804,590
5	Storm Drain	$ 12,023,381	$ 3,083,651	$ 581,396	$ 915,048	$ 843,751	$ 6,599,535
6	Street Improvements	$ 19,677,740	$ 5,244,122	$ 967,866	$ 967,866	$ 1,687,524	$ 10,810,362
9	Contingency 5%	$ 3,113,092	$ 746,918	$ 148,255	$ 197,373	$ 262,268	$ 1,758,279
13	ROW Acreage[6]	$ 14,880,000	$ 3,705,000	$ 705,000	$ 1,080,000	$ 1,290,000	$ 8,100,000
	Total	$ 80,254,941	$ 19,390,271	$ 3,818,352	$ 5,224,830	$ 6,797,632	$ 45,023,856
	Cost per Lot	$ 37,224	$ 35,448	$ 35,031	$ 33,069	$ 27,974	$ 40,968

Major Improvements Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 3,238,607	$ 1,759,771	$ -	$ 204,383	$ 72,793	$ 1,201,660
3	Water	$ 2,703,776	$ 1,476,315	$ -	$ 65,856	$ 85,162	$ 1,076,442
4	Sanitary Sewer	$ 2,825,912	$ 2,077,796	$ -	$ 256,534	$ 73,382	$ 418,200
5	Storm Drain	$ 2,658,742	$ 1,239,260	$ -	$ 168,555	$ 12,204	$ 1,238,722
6	Street Improvements	$ 5,234,675	$ 3,385,956	$ -	$ 370,729	$ 257,448	$ 1,220,541
7a	Screening/Landscape Walls	$ 3,095,500	$ 1,843,500	$ -	$ -	$ -	$ 1,252,000
8	Dry Utilities - Spiritas Median	$ 1,551,189	$ 1,396,189	$ -	$ -	$ -	$ 155,000
9	Contingency 5%	$ 1,268,459	$ 751,816	$ -	$ 70,332	$ 25,049	$ 421,262
10	District Formation Costs	$ 1,200,000	$ 1,200,000	$ -	$ -	$ -	$ -
11	Turn Lane Improvements	$ 1,704,344	$ 328,764	$ -	$ 340,580	$ -	$ 1,035,000
12	Common Area Amenities & Trails	$ 1,156,444	$ 328,764	$ -	$ -	$ -	$ 827,680
13	ROW Acreage[4,6,7]	$ 1,665,000	$ 615,000	$ -	$ 375,000	$ 300,000	$ 375,000
14	Perimeter Road[6,7]						
a	Engineering	$ 292,485	$ 292,485	$ -	$ -	$ -	$ -
b	Water	$ 434,285	$ 434,285	$ -	$ -	$ -	$ -
c	Sanitary Sewer	$ 327,515	$ 327,515	$ -	$ -	$ -	$ -
d	Storm Drain	$ 383,160	$ 383,160	$ -	$ -	$ -	$ -
e	Street Improvements	$ 805,555	$ 805,555	$ -	$ -	$ -	$ -
f	ROW Acreage	$ 555,000	$ 555,000	$ -	$ -	$ -	$ -
	Total	$ 31,100,648	$ 19,201,131	$ -	$ 1,851,970	$ 826,039	$ 9,221,507
	Cost per Lot	$ 14,425	$ 35,103	$ -	$ 11,721	$ 3,399	$ 8,391

Private Costs		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
	Lot Count	**2156**	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 1,605,279	$ 336,767	$ 67,107	$ 97,275	$ 149,606	$ 954,524
2	Grading Site Preparation	$ 10,877,373	$ 1,680,687	$ 334,908	$ 485,464	$ 746,631	$ 7,629,683
7b	Ret Walls	$ 3,932,206	$ 678,656	$ 135,235	$ 196,029	$ 301,487	$ 2,620,800
8	Dry Utilities	$ 1,306,049	$ 51,043	$ 51,043	$ 38,855	$ 60,108	$ 1,105,000
9	Contingency 5%	$ 1,036,045	$ 237,358	$ 29,415	$ 40,881	$ 62,892	$ 665,500
12	Amenity Center	$ 3,000,000	$ 2,000,000	$ -	$ -	$ -	$ 1,000,000
	Total	$ 21,756,953	$ 4,984,511	$ 617,708	$ 858,503	$ 1,320,723	$ 13,975,508
	Cost per Lot	$ 10,091	$ 9,112	$ 5,667	$ 5,434	$ 5,435	$ 12,717
TOTALS		***$ 133,112,541***	***$ 43,575,913***	***$ 4,436,060***	***$ 7,935,303***	***$ 8,944,394***	***$ 68,220,872***
per lot		***$ 61,741***	***$ 79,663***	***$ 40,698***	***$ 50,223***	***$ 36,808***	***$ 62,075***
	40' Lots	876	181	0	80	143	472
	50' Lots	977	301	109	78	100	389
	60' Lots	303	65	0	0	0	238
	Total Lots	***2156***	***547***	***109***	***158***	***243***	***1099***

Remainder Improvements[5,6]		**TOTALS**	**PHASE 1**	**PHASE 1L**	**PHASE 1M**	**PHASE 1G (1H)**	**FUTURE PHASES**
		2156	**547**	**109**	**158**	**243**	**1099**
1	Engineering	$ 309,000	$ -	$ -	$ -	$ -	$ 309,000
4	Sanitary Sewer	$ 1,959,417	$ -	$ -	$ -	$ -	$ 1,959,417
9	Contingency 5%	$ 113,421	$ -	$ -	$ -	$ -	$ 113,421
10	Developer Assessment/Bond Issuance Consulting Fee	$ 400,000	$ -	$ -	$ -	$ -	$ 400,000
TOTALS		***$ 2,781,838***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 2,781,838***
per lot		***$ 1,290***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 2,531***

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NOTES

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[4] Streets include Ryan Spiritas Pkwy, Hidden Oaks Trail, Spiritas Ranch Road

[5] Remainder Improvements include Lift Station #2 and associated Force Main. Lift Station #2 total capacity is 1499 LUEs: 895 LUEs reserved for Spiritas Ranch, 146 for Spiritas East, 33 for Spiritas Ranch commercial acreage, 425 for neighbor commercial acreage. Cost shown is required for 895 LUE Spiritas Ranch, less $230,000 in Spiritas East PID. Additional pumps will be required for future expansion.

[6] Represents Additional Phase #1 costs incorporated in OPC updated as of June 12, 2023.

[7] Represents Additional Major Improvements costs incorporated in OPC updated as of June 12, 2023.

COMMUNITY NAME: Spiritas Ranch
PHASES: Phase 3
CITY OR TOWN: Little Elm

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

	LOT (1)	LOT (2)	LOT (3)
LOT COUNT:	0	180	147
TYP. LOT WIDTH:	50	50	60
TYP. LOT DEPTH:	110	120	120
TYP. PAD WIDTH:	40	40	50
TYP. PAD DEPTH:	75	75	75
FRONT YARD S/B:	20	20	20
REAR YARD S/B:	10	10	10
SIDE YARD S/B:	5	5	5
CORNER SIDE YARD S/B:	10	10	10

GROSS ACREAGE:	113.0
NET ACREAGE:	88.0
TOTAL LOTS:	327
TOTAL DENSITY:	3.72
LANDPLAN:	10
CREATED BY:	
REVIEWED BY:	MC
CREATED:	6/20/2025
REVISED:	9/10/2025

DIRECT IMPROVEMENT SUMMARY ITEM			SUMMARY ITEM COST	PER LOT COST	PER ACRE COST	NOTES
GRADING / SITE PREPARATION			$963,172	$2,945	$10,945	
-	EROSION CONTROL / SWPPP	$108,476		$332	$1,233	
-	ROUGH GRADE	$854,696		$2,614	$9,712	
WATER SYSTEMS			$1,300,456	$3,977	$14,778	
SANITARY SEWER			$2,339,091	$7,153	$26,581	
STORM DRAINS			$1,692,134	$5,175	$19,229	
STREET IMPROVEMENT			$3,222,905	$9,856	$36,624	
-	PAVING & SIDEWALK	$3,164,005		$9,676	$35,955	
-	SIGNAGE & STRIPING	$17,300		$53	$197	
SITE FENCING / RETAINING			$0	$0	$0	
DRY UTILITIES			$90,750	$278	$1,031	
-	STREET LIGHTS	$90,750		$278	$1,031	
ENGINEERING, CONSULTING & FEES			$1,341,197	$4,102	$15,241	
DEVELOPER ASSESSMENT/BOND ISSUANCE CONSULTING FEE			$500,000	$1,529	$5,682	
SUB-TOTAL DIRECT CONSTRUCTION COST			$11,449,705	$35,014	$130,110	
-	CONTINGENCIES	0%	$0	$0	$0.00	
SUB-TOTAL DIRECT CONSTRUCTION COST W/ CONTINGENCIES			$11,449,705	$35,014	$130,110	

PRIVATE IMPROVEMENT SUMMARY ITEM			SUMMARY ITEM COST	PER LOT COST	PER ACRE COST	NOTES
GRADING / SITE PREPARATION			$310,625	$950	$3,530	
-	ROUGH GRADE	$253,400		$775	$2,880	
-	FINAL GRADE	$57,225		$175	$650	
ENGINEERING, CONSULTING & FEES			$102,602	$314	$1,166	
SUB-TOTAL PRIVATE CONSTRUCTION COST			$413,227	$1,264	$4,696	
-	CONTINGENCIES	10%	$41,323	$126	$469.58	
SUB-TOTAL PRIVATE CONSTRUCTION COST W/ CONTINGENCIES			$454,550	$1,390	$5,165	

TOTAL CONSTRUCTION COST			$11,862,932	$35,014	$130,110	
-	CONTINGENCIES	0%	$0	$0	$0	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES			$11,862,932	$35,014	$130,110	

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.
BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITIES TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.

COMMUNITY NAME: Spiritas Ranch
PHASE: Phase 3
CITY OR TOWN: Little Elm

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

	LOT (1)	LOT (2)	LOT (3)		
LOT COUNT:	0	180	147	GROSS ACREAGE:	113.0
TYP. LOT WIDTH:	50	50	60	NET ACREAGE:	88.0
TYP. LOT DEPTH:	110	120	120	TOTAL LOTS:	**327**
TYP. PAD WIDTH:	40	40	50	TOTAL DENSITY:	3.72
TYP. PAD DEPTH:	75	75	75	LANDPLAN:	10
FRONT YARD S/B:	20	20	20	CREATED BY:	MC
REAR YARD S/B:	10	10	10	REVIEWED BY:	-
SIDE YARD S/B:	5	5	5	CREATED:	10/04/23
CORNER SIDE YARD S/B:	10	10	10	REVISED:	**09/10/25**

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
GRADING / SITE PREPARATION					
EROSION CONTROL / SWPPP					
CONSTRUCTION ENTRANCE	EA	3	$ 4,000.00	$ 12,000.00	
ROCK CHECK DAM	EA	5	$ 2,000.00	$ 10,000.00	
INLET PROTECTION EXISTING INLETS	EA	50	$ 250.00	$ 12,500.00	
SILT FENCE (WIRE BACK)	LF	36,988	$ 2.00	$ 73,976.00	
			EROSION CONTROL SUB-TOTAL	**$ 108,476.00**	
ROUGH GRADING					
CLEAR, STRIP AND GRUB	AC	84	$ 1,617.88	$ 135,902.21	
UNCLASSIFIED EXCAVATION - ONSITE CUT TO FILL	CY	222,130	$ 2.49	$ 552,510.12	
DEWATER AND MUCK OUT EXISTING POND	EA	2	$ 11,653.25	$ 23,306.50	
REMOVE AND DISPOSE OF EXISTING FENCE	LF	10,600	$ 1.50	$ 15,900.00	
TEMPORARY SEDIMENT BASIN					
SEDIMENT BASIN EXCAVATION	CY	1,950	$ 2.60	$ 5,070.00	
24" CMP	LF	384	$ 60.50	$ 23,232.00	
ANTIVORTEX DEVICE W/ 36: PERFORATED RISER AND STONE	EA	3	$ 20,930.80	$ 62,792.40	
6" ANTI SEEP COLLAR	EA	3	$ 2,500.00	$ 7,500.00	
9" THICK ROCK RIP RAP	SY	120	$ 165.94	$ 19,912.80	
REMOVE OUTFALL STRUCTURE AND FILL IN TEMPORARY BASIN (1,950 CY)	LS	1	$ 8,570.00	$ 8,570.00	
			ROUGH GRADING SUB-TOTAL	**$ 854,696.03**	
			GRADING / SITE PREPARATION SUB-TOTAL	**$ 963,172.03**	
WATER SYSTEMS					
WATER					
8" P.V.C. PIPE (DR 18 C900)	LF	13,120	$ 35.10	$ 460,512.00	
12" P.V.C. PIPE (DR 18 C900)	LF	910	$ 68.81	$ 62,617.10	
COMBINATION AIR RELEASE VALVE	EA	1	$ 10,834.78	$ 10,835	
8" GATE VALVE & BOX	EA	58	$ 2,707.70	$ 157,046.60	
12" GATE VALVE & BOX	EA	8	$ 4,770.39	$ 38,163.12	
DUCTILE IRON FITTINGS	EA	4	$ 16,389.03	$ 65,556.12	
FIRE HYDRANT ASSEMBLY	EA	30	$ 7,076.80	$ 212,304.00	
1" SINGLE WATER SERVICE (ALL LENGTHS)	EA	297	$ 730.28	$ 216,893.16	
1" IRRIGATION SERVICE	EA	5	$ 1,160.08	$ 5,800.40	
CONNECT TO EXISTING 8" WATERLINE	EA	3	$ 1,058.12	$ 3,174.36	
CONNECT TO EXISTING 12" WATERLINE	EA	3	$ 1,486.71	$ 4,460.13	
4" CONDUIT (SCH 40) AT INTERSECTIONS	LF	1,000	$ 16.01	$ 16,010.00	
TRENCH SAFETY	LF	14,030	$ 0.21	$ 2,946.30	
TESTING (EXCLUDING GEOTECH)	LF	14,030	$ 1.42	$ 19,922.60	
			WATER SUB-TOTAL	**$ 1,276,240.67**	
CONSTRUCTION BONDS					
PERFORMANCE AND PAYMENT BONDS	LS	1	$ 20,718.72	$ 20,718.72	
MAINTENANCE BONDS	LS	1	$ 3,496.29	$ 3,496.29	
			CONSTRUCTION BONDS SUB-TOTAL	**$ 24,215.01**	
			WATER SYSTEM SUB-TOTAL	**$ 1,300,455.68**	
SANITARY SEWER SYSTEM					
SANITARY SEWER					
8" P.V.C. SDR 26 PIPE	LF	14,270	$ 61.61	$ 879,174.70	
10" P.V.C. SDR 26 PIPE	LF	865	$ 123.15	$ 106,524.75	
4" SERVICE LINES	EA	310	$ 1,498.98	$ 464,683.80	
4' DIAMETER M.H. w/ RAVEN COATING	EA	35	$ 8,305.37	$ 290,687.95	
5' DIAMETER M.H. w/ RAVEN COATING	EA	16	$ 16,615.08	$ 265,841.28	
5' DIAMETER EXTERNAL DROP M.H. w/ RAVEN COATING	EA	6	$ 22,951.97	$ 137,711.82	
5' DIAMETER "TYPE S" M.H. w/ RAVEN COATING	EA	5	$ 15,932.55	$ 79,662.75	
STANDARD CLEANOUT	EA	10	$ 1,383.60	$ 13,836.00	
CONNECT TO EXISTING SEWER LINE	EA	5	$ 2,030.28	$ 10,151.40	
WATER CROSSING PER TCEQ REQUIREMENTS	EA	16	$ 701.95	$ 11,231.20	
TRENCH SAFETY	LF	15,135	$ 1.35	$ 20,432.25	
TESTING (EXCLUDING GEOTECH)	LF	15,135	$ 1.42	$ 21,491.70	
			SEWER SUB-TOTAL	**$ 2,301,429.60**	
CONSTRUCTION BONDS					
PERFORMANCE AND PAYMENT BONDS	LS	1	$ 31,923.31	$ 31,923.31	
MAINTENANCE BONDS	LS	1	$ 5,737.68	$ 5,737.68	
			CONSTRUCTION BONDS SUB-TOTAL	**$ 37,660.99**	
			SEWER SYSTEM SUB-TOTAL	**$ 2,339,090.59**	

COMMUNITY NAME: Spiritas Ranch
PHASE: Phase 3
CITY OR TOWN: Little Elm

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

	LOT (1)	LOT (2)	LOT (3)		
LOT COUNT:	0	180	147	GROSS ACREAGE:	113.0
TYP. LOT WIDTH:	50	50	60	NET ACREAGE:	88.0
TYP. LOT DEPTH:	110	120	120	TOTAL LOTS:	**327**
TYP. PAD WIDTH:	40	40	50	TOTAL DENSITY:	3.72
TYP. PAD DEPTH:	75	75	75	LANDPLAN:	10
FRONT YARD S/B:	20	20	20	CREATED BY:	MC
REAR YARD S/B:	10	10	10	REVIEWED BY:	-
SIDE YARD S/B:	5	5	5	CREATED:	10/04/23
CORNER SIDE YARD S/B:	10	10	10	REVISED:	**09/10/25**

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
DRAINAGE SYSTEM					
18" DUAL WALL POLYPROPYLENE PIPE	LF	2,145	$ 66.72	$ 143,114.40	
24" DUAL WALL POLYPROPYLENE PIPE	LF	1,370	$ 85.20	$ 116,724.00	
30" DUAL WALL POLYPROPYLENE PIPE	LF	1,035	$ 104.86	$ 108,530.10	
36" DUAL WALL POLYPROPYLENE PIPE	LF	830	$ 126.39	$ 104,903.70	
42" DUAL WALL POLYPROPYLENE PIPE	LF	1,230	$ 149.92	$ 184,401.60	
48" DUAL WALL POLYPROPYLENE PIPE	LF	1,230	$ 194.68	$ 239,456.40	
60" DUAL WALL POLYPROPYLENE PIPE	LF	230	$ 262.92	$ 60,471.60	
10' INLET	EA	31	$ 7,282.55	$ 225,759.05	
15' INLET	EA	16	$ 9,702.18	$ 155,234.88	
3' X 3' "Y" INLET	EA	1	$ 2,835.38	$ 2,835.38	
INLET PROTECTION	EA	48	$ 380.24	$ 18,251.52	
STORM SEWER M.H. (4 FOOT)	EA	2	$ 4,956.68	$ 9,913.36	
STORM SEWER M.H. (5 FOOT)	EA	5	$ 6,740.27	$ 33,701.35	
18" HEADWALL (TYPE C)	EA	1	$ 2,702.27	$ 2,702.27	
24" HEADWALL (TYPE C)	EA	1	$ 3,031.92	$ 3,031.92	
30" HEADWALL (TYPE C)	EA	3	$ 3,202.64	$ 9,607.92	
36" HEADWALL (TYPE C)	EA	1	$ 2,754.64	$ 2,754.64	
42" HEADWALL (TYPE C)	EA	1	$ 6,471.15	$ 6,471.15	
48" HEADWALL (TYPE C)	EA	1	$ 7,844.90	$ 7,844.90	
60" HEADWALL (TYPE C)	EA	1	$ 8,768.85	$ 8,768.85	
24" VERTICAL HEADWALL	EA	1	$ 1,950.07	$ 1,950.07	
REMOVE EXISTING HEADWALL & CONNECT TO EXISTING RCP	EA	3	$ 3,917.34	$ 11,752.02	
ROCK RIP-RAP, 12"	SY	230	$ 139.02	$ 31,974.60	
DEBRIS SEPERATOR	EA	8	$ 21,321.68	$ 170,573.44	
STORM DRAIN T.V. INSPECTION	LS	1	$ 1.42	$ 1.42	
TRENCH SAFETY	LF	8,070	$ 0.21	$ 1,694.70	
			STORM DRAIN SUB-TOTAL	**$ 1,662,425.24**	
CONSTRUCTION BONDS					
PERFORMANCE AND PAYMENT BONDS	LS	1	$ 25,296.86	$ 25,296.86	
MAINTENANCE BONDS	LS	1	$ 4,412.15	$ 4,412.15	
			CONSTRUCTION BONDS SUB-TOTAL	**$ 29,709.01**	
			DRAINAGE SUB-TOTAL	**$ 1,692,134.25**	
STREET IMPROVEMENT					
STREET PAVING					
6" REINF. CONC. PAVEMENT, 4000 PSI	SY	48,520	$ 45.75	$ 2,219,790.00	
6" CEMENT STABILIZED SUBGRADE (2' BOC)	SY	53,660	$ 6.00	$ 321,960.00	
CEMENT MATERIAL (22.5#/SY)	TON	604	$ 430.00	$ 259,720.00	
PAVEMENT HEADER w/ 3' ROCK RIP RAP STRIP	EA	7	$ 1,500.00	$ 10,500.00	
STREET BARRICADE	EA	7	$ 2,100.00	$ 14,700.00	
REMOVE BARRICADE & CONNECT TO EXISTING PAVEMENT HEADER	EA	6	$ 1,100.00	$ 6,600.00	
			STREET PAVING SUB-TOTAL	**$ 2,833,270.00**	
SIDEWALK					
5' CONCRETE SIDEWALK (5" THICK)	SF	6,695	$ 7.00	$ 46,865.00	
8' CONCRETE SIDEWALK (6" THICK)	SF	28,120	$ 7.25	$ 203,870.00	
BARRIER FREE RAMPS	EA	32	$ 2,500.00	$ 80,000.00	
			SIDEWALK SUB-TOTAL	**$ 330,735.00**	
SIGNAGE & STRIPING					
STREET SIGNS, COMBO w/ STOP, & POSTS	EA	16	$ 800.00	$ 12,800.00	
STREET NAME BLADE AND POLE ONLY	EA	6	$ 750.00	$ 4,500.00	
			SIGNAGE & STRIPING SUB-TOTAL	**$ 17,300.00**	
CONSTRUCTION BONDS					
MAINTENANCE BONDS	LS	1	$ 41,600.00	$ 41,600.00	
			CONSTRUCTION BONDS SUB-TOTAL	**$ 41,600.00**	
			STREET IMPROVEMENT SUB-TOTAL	**$ 3,222,905.00**	
DRY UTILITIES					
STREET LIGHTS	EA	33	$ 2,750.00	$ 90,750.00	
			DRY UTILITIES SUB-TOTAL	**$ 90,750.00**	
ENGINEERING, CONSULTING & FEES					
ENGINEERING & SURVEYING	LOT	327	$ 2,331.77	$ 762,488.79	
CONSTRUCTION INSPECTION	%	3%	$ 9,384,572.54	$ 281,537.18	
MATERIAL TESTING	%	2%	$ 9,384,572.54	$ 187,691.45	
FINAL GEOTECH REPORT	LS	1	$ 81,000.00	$ 81,000.00	
LANDSCAPE & HARDSCAPE DESIGN	LS	1	$ 19,980.00	$ 19,980.00	
SWPPP & INSPECTIONS	LS	1	$ 8,500.00	$ 8,500.00	
			ENGINEERING & CONSULTING SUB-TOTAL	**$ 1,341,197.42**	

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY. BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITIES TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.

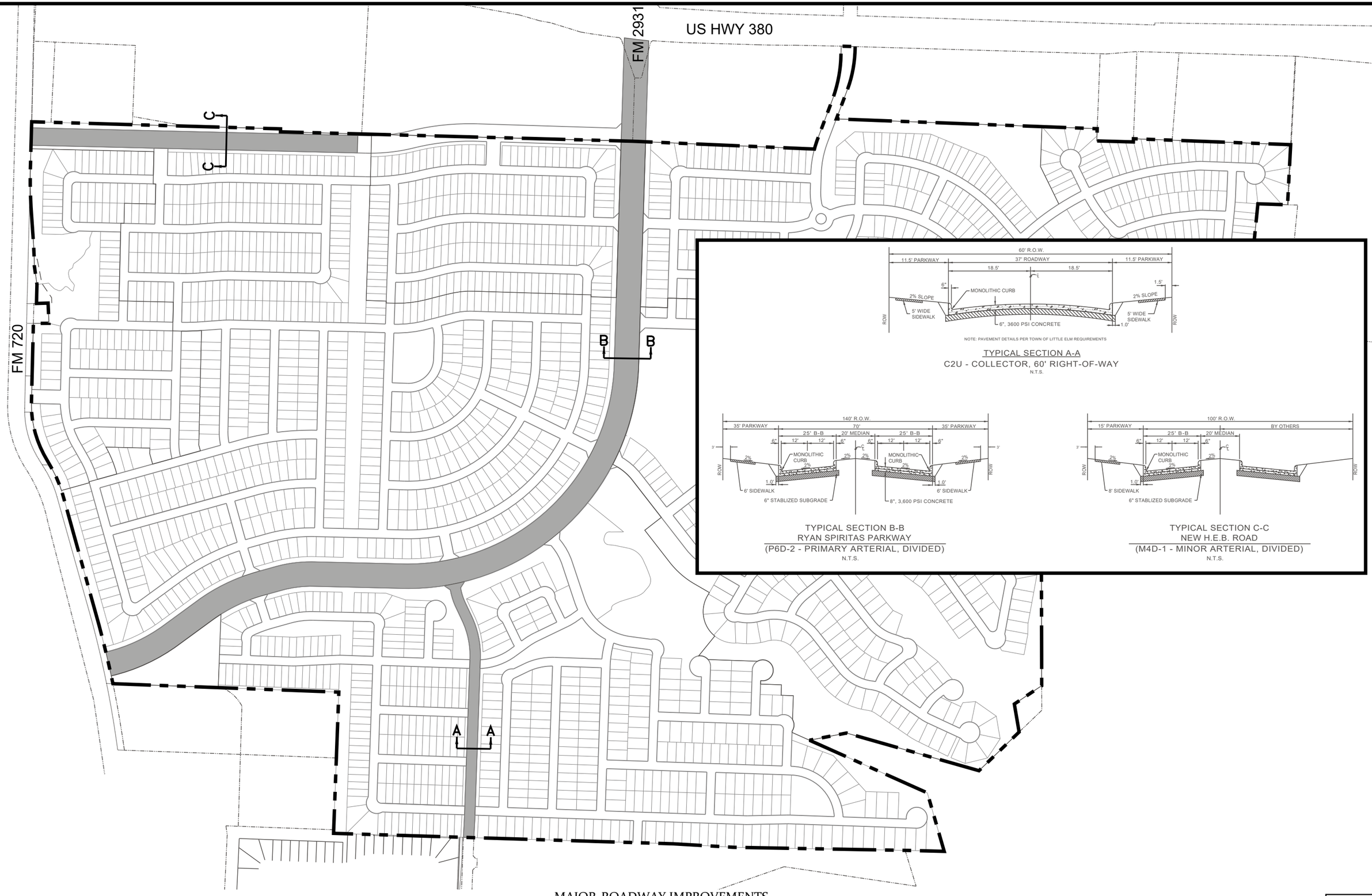
		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Spiritas Ranch	LOT COUNT:	0	180	147	GROSS ACREAGE:	113.0
PHASE: Phase 3	TYP. LOT WIDTH:	50	50	60	NET ACREAGE:	88.0
CITY OR TOWN: Little Elm	TYP. LOT DEPTH:	110	120	120	TOTAL LOTS:	**327**
	TYP. PAD WIDTH:	40	40	50	TOTAL DENSITY:	3.72
	TYP. PAD DEPTH:	75	75	75	LANDPLAN:	10
	FRONT YARD S/B:	20	20	20	CREATED BY:	MC
	REAR YARD S/B:	10	10	10	REVIEWED BY:	-
	SIDE YARD S/B:	5	5	5	CREATED:	10/04/23
	CORNER SIDE YARD S/B:	10	10	10	REVISED:	**09/10/25**

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
GRADING / SITE PREPARATION					
ROUGH GRADING					
ROUGH LOT GRADING	EA	327	$ 180.00	$ 58,860.00	
PLACE MOISTURE CONDITIONED FILL ON PADS (ZONE IV)	EA	70	$ 1,298.41	$ 90,088.54	
4' MOISTURE CONDITIONING TO 5' OUTSIDE BOTH WAYS	EA	22	$ 1,527.22	$ 33,598.85	
7' MOISTURE CONDITIONING TO 5' OUTSIDE BOTH WAYS	EA	6	$ 2,645.70	$ 15,874.22	
POLY	EA	98	$ 561.00	$ 54,978.00	
			ROUGH GRADING SUB-TOTAL	**$ 253,399.61**	
FINISH GRADING					
LOT FINISH GRADE	LOT	327	$ 175.00	$ 57,225.00	
			FINISH GRADING SUB-TOTAL	**$ 57,225.00**	
			GRADING / SITE PREPARATION SUB-TOTAL	**$ 310,624.61**	
SITE FENCING/RETAINING WALL IMPROVEMENTS					
RETAINING WALLS					
RETAINING WALLS (0 - 14')	LF	11,907	$ 110.62	$ 1,317,186.00	
			RETAINING WALLS SUB-TOTAL	**$ 1,317,186.00**	
			SITE FENCING / RETAINING SUB-TOTAL	**$ 1,357,186.00**	
ENGINEERING, CONSULTING & FEES					
ENGINEERING & SURVEYING	LOT	327	$ 294.77	$ 96,390.00	
MATERIAL TESTING	%	2%	$ 310,624.61	$ 6,212.49	
			ENGINEERING & CONSULTING SUB-TOTAL	**$ 102,602.49**	

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY. BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITIES TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



NOTE: PAVEMENT DETAILS PER TOWN OF LITTLE ELM REQUIREMENTS

TYPICAL SECTION A-A
C2U - COLLECTOR, 60' RIGHT-OF-WAY
N.T.S.

TYPICAL SECTION B-B
RYAN SPIRITAS PARKWAY
(P6D-2 - PRIMARY ARTERIAL, DIVIDED)
N.T.S.

TYPICAL SECTION C-C
NEW H.E.B. ROAD
(M4D-1 - MINOR ARTERIAL, DIVIDED)
N.T.S.

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

MAJOR ROADWAY IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

CENTURION AMERICAN

S:\2019\20190017-00 Spiritas Ranch\CAD\EXHIBITS\20190170OLP26SpiritasRanch MI Roads 02032021.dwg Feb 04 2021 - 1:33 pm chancock

US HWY 380

EX. UTRWD WATER LINE

CONNECT TO EXISTING WATER

EX. 36" UTRWD WATER LINE

FM 2931

12" WATER LINE

12" WATER LINE

FM 720

12" WATER LINE

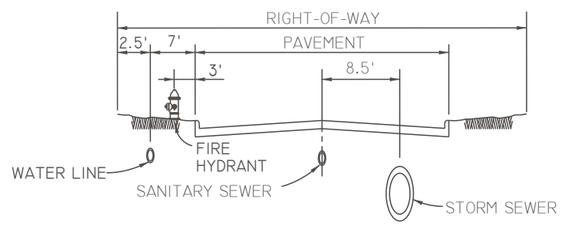
16" WATER LINE

EX. UTRWD WATER LINE

16" WATER LINE

EX. MSUD 16" WATER LINE

CONNECT TO EXISTING WATER



TYPICAL WATER LOCATION
N.T.S.

WATER LINE

MAJOR WATER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

CENTURION AMERICAN

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\20190170LP2SSpiritasRanchPID MJ Water 02012021.dwg Feb 04 2021 - 1:33 pm chancock

EX. CANTRELL SLOUGH SEWER LINE

15" GRAVITY SEWER

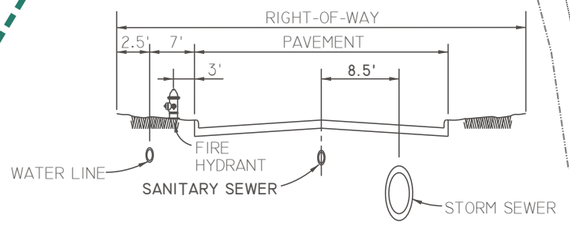
FM 720

6" FORCE MAIN

FM 2931

US HWY 380

LIFT STATION



TYPICAL SEWER LOCATION
N.T.S.

FORCE MAIN

SEWER LINE

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

MAJOR SEWER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

CENTURION AMERICAN

S:\2019\20190017-00 Spiritas Ranch\CAD\EXHIBITS\20190170OLP25SpiritasRanchPID MI Sewer 01292021.dwg Feb 04 2021 - 2:32 pm chancock

US HWY 380

FM 2931

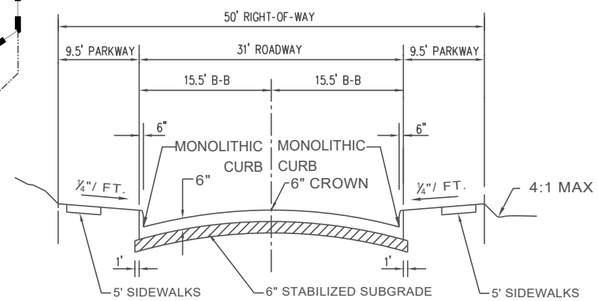
FM 720

PHASE 1

A A

A A

A A



TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

PHASE 1 ROADWAY IMPROVEMENTS

SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT

TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
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CENTURION AMERICAN

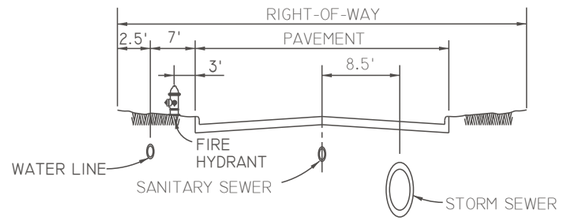
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US HWY 380

FM 2931

FM 720

PHASE 1



TYPICAL WATER LOCATION
N.T.S.

8" WATER LINE

PHASE 1 WATER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA
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CENTURION AMERICAN

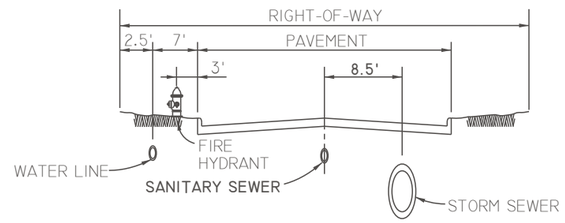
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US HWY 380

FM 2931

FM 720

PHASE 1



TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

PHASE 1 SEWER IMPROVEMENTS
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

CENTURION AMERICAN

S:\2019\2019017-00 Spiritas Ranch\CADEX\HIBIT'S\20190170OLP25SpiritasRanchPID PH1 Sewer 01292021.dwg Feb 04 2021 - 1:46 pm chancock



BARRAZA
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PLANNING ▪ ENGINEERING ▪ SURVEYING

IMPROVEMENT AREA #2
SPIRTAS RANCH DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

SCALE: 1"=800'
DATE: SEPTEMBER 2025

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\2019017-03 LP48 SpiritasRanch, Phase 3-PID Exhibits.dwg Sep 08,2025 - 4:05 pm syoung



BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

DIRECT PHASE WATER IMPROVEMENTS,
IMPROVEMENT AREA #2
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

SCALE: 1"=400'
DATE: SEPTEMBER 2025

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\2019017-03 LP48 SpiritasRanch, Phase 3-PID Exhibits.dwg Sep 08,2025 - 4:06 pm syoung



BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

DIRECT PHASE SEWER IMPROVEMENTS,
IMPROVEMENT AREA #2
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

SCALE: 1"=400'
DATE: SEPTEMBER 2025

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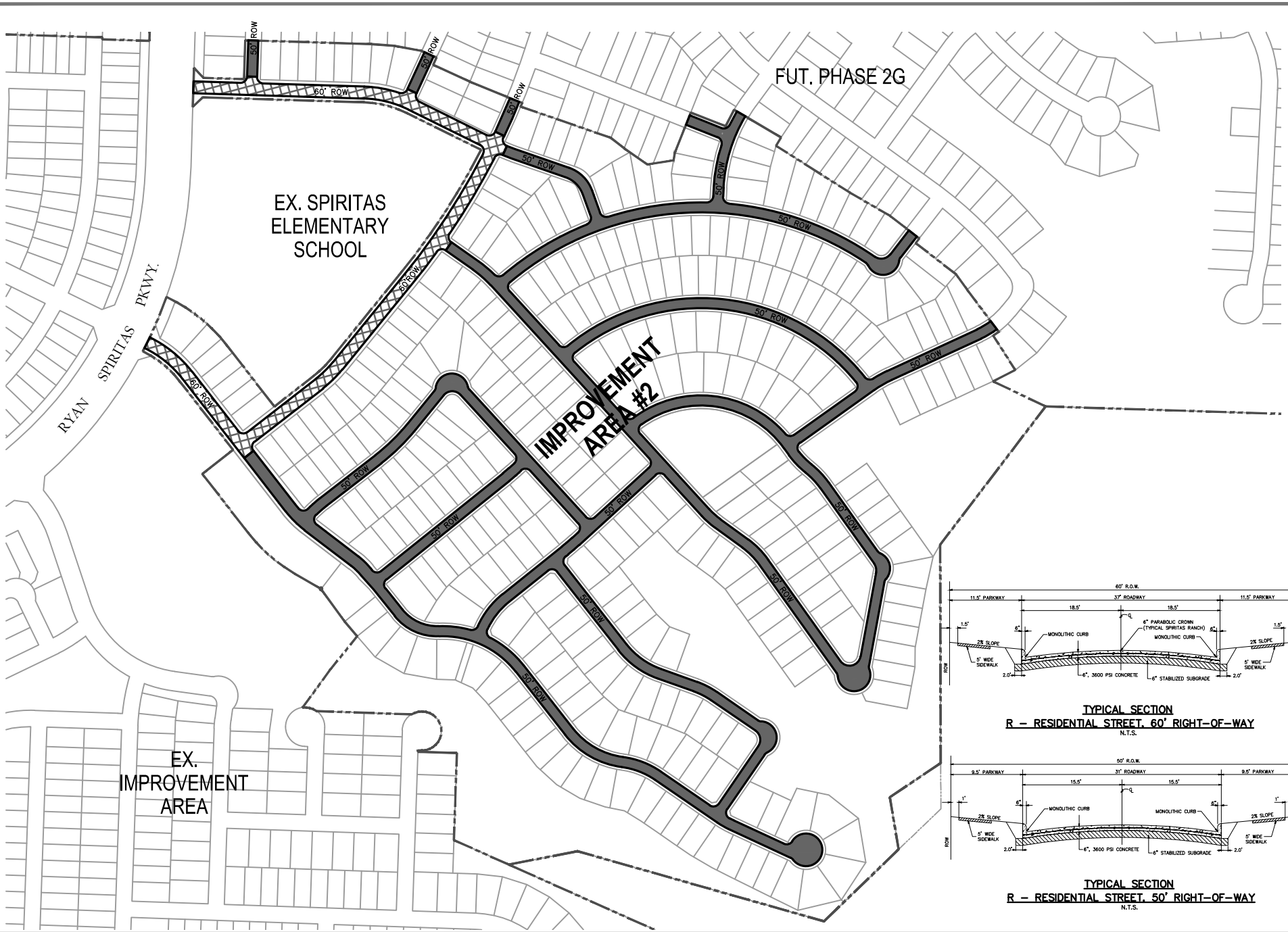


BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

DIRECT PHASE STORM SEWER IMPROVEMENTS,
IMPROVEMENT AREA #2
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

SCALE: 1"=400'
DATE: SEPTEMBER 2025

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TYPICAL SECTION
R – RESIDENTIAL STREET, 60' RIGHT-OF-WAY
N.T.S.

TYPICAL SECTION
R – RESIDENTIAL STREET, 50' RIGHT-OF-WAY
N.T.S.

BARRAZA CONSULTING GROUP, LLC
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DIRECT PHASE ROAD IMPROVEMENTS,
IMPROVEMENT AREA #2
SPIRITAS RANCH PUBLIC IMPROVEMENT DISTRICT DEVELOPMENT
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS

PHASE 3 PAVEMENT IMPROVEMENTS
D.I.S.D. PAVEMENT IMPROVEMENTS

SCALE: 1"=400'
DATE: SEPTEMBER 2025

S:\2019\2019017-00 Spiritas Ranch\CAD\EXHIBITS\2019017-03 LP48 SpiritasRanch, Phase 3-PID Exhibits.dwg Sep 08,2025 - 4:07 pm syoung

APPENDIX D
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
TOWN OF LITTLE ELM, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the Town of Little Elm, Texas (the "Town"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Spiritas Ranch Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

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

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

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

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

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

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF DENTON §

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

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

Notary Public, State of Texas][3]

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

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

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

Notary Public, State of Texas][4]

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

APPENDIX E
ASSESSMENT PER EQUIVALENT UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix E

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

A) Proposed Development

Table E-A.1 shows the original proposed residential units to be developed within the PID.

Table E-A.1
Proposed Development within the PID - Original

Description	Proposed Development	
60 Ft Lots	303	Units
50 Ft Lots	977	Units
40 Ft Lots	876	Units
	2,156	**Units**

Table E-A.2 shows the updated proposed residential units to be developed within the PID.

Table E-A.2
Proposed Development within the PID - Updated

Description	Proposed Development	
60 Ft Lots	876	Units
50 Ft Lots	978	Units
40 Ft Lots	317	Units
	2,171	**Units**

Table E-A.3 shows the proposed residential units within Improvement Area #1.

Table E-A.3
Proposed Development – Improvement Area #1

Description	Proposed Development	
60 Ft Lots	65	Units
50 Ft Lots	588	Units
40 Ft Lots	404[(a)]	Units
	1,057	**Units**

[(a)]Includes five (5) model homes.

Table E-A.4 shows the original proposed residential Lot Types within the Major Improvement Area.

Table E-A.4
Proposed Development – Major Improvement Area - Original

Description	Proposed Development	
60 Ft Lots	238	Units
50 Ft Lots	389	Units
40 Ft Lots	472	Units
	1,099	**Units**

Table E-A.5 shows the updated proposed residential Lot Types within the Major Improvement Area.

Table E-A.5
Proposed Development – Major Improvement Area - Updated

Description	Proposed Development	
60 Ft Lots	252	Units
50 Ft Lots	390	Units
40 Ft Lots	472	Units
	1,114	**Units**

Table E-A.6 shows the proposed residential Lot Types within Improvement Area #2. Improvement Area #2 is included in the Major Improvement Area.

Table E-A.6
Proposed Development – Improvement Area #2

Description	Proposed Development	
60 Ft Lots	147	Units
50 Ft Lots	180	Units
40 Ft Lots	0	Units
	327	**Units**

B) Calculation of Equivalent Units

As explained under Section V.C, for purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the portion of the Initial Major Improvements to be financed with a portion of the Series 2021 PID Bonds shall be allocated to the Major Improvement Area Assessed Property and the Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

As explained under Section V.D, for purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the portion of the Additional Major Improvements to be financed with a portion of the Additional Improvement Area #1 Projects Reimbursement Agreement and the Series 2024 PID Bonds shall be allocated to the Improvement Area #1 Assessed Property and the Future Improvement Area Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

As explained under Section V.E, for purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the Initial Improvement Area #1 Projects and the Additional Improvement Area #1 Projects shall be allocated to the Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

As explained under Section V.E, for purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the portion of the Future Improvement Area Projects to be financed with a portion of the Series 2024 PID Bonds shall be allocated to the Future Improvement Area Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

As explained under Section V.E, for purpose of this Service and Assessment Plan, the Town Council has determined that the Actual Costs of the portion of the Improvement Area #2 Improvements to be financed with a portion of the Series 2025 PID Bonds shall be allocated to the Improvement Area #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Improvement Area #2 Equivalent Units.

For purposes of this Service and Assessment Plan, the Town Council has determined that the Assessments shall be allocated to the Major Improvement Area Assessed Property, the Improvement Area #1 Assessed Property, the Future Improvement Area Assessed Property, and Improvement Area #2 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the Town Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements; and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the Town Council determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These

classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 3 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table E-B.1 and Table E-B.2. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This was accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table E-B.1 shows the Equivalent Unit factors used to allocate Assessments related to Improvement Area #1, Major Improvement Area, and Future Improvement Area.

Table E-B.1
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value[1]	Equivalent Unit Factor
Lot Type 1 (60' Lot)	$378,000	1.00 per dwelling unit
Lot Type 2 (50' Lot)	$315,000	0.83 per dwelling unit
Lot Type 3 (40' Lot)	$252,000	0.67 per dwelling unit

1 – Updated estimated average unit values provided by the Developer May 17, 2023. The updated estimated values are a proportional increase and do not impact Equivalent Units.

Table E-B.2 shows the Improvement Area #2 Equivalent Unit factors.

Table E-B.2
Improvement Area #2 Equivalent Unit Factors

Lot Type	Estimated Average Unit Value[1]	Equivalent Unit Factor
Lot Type 1 (60 Ft)	$650,000	1.00 per dwelling unit
Lot Type 2 (50 Ft)	$550,000	0.85 per dwelling unit

1 – Updated estimated average unit values provided by the Developer September 10, 2025.

The total projected Equivalent Units for Improvement Area #1 are shown in Table E-B.3 as calculated based on the Equivalent Unit factors shown in Table E-B.1, estimated Lot Types and number of units estimated to be built within Improvement Area #1.

Table E-B.3
Projected Equivalent Units - Improvement Area #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60' Lot)	65	1.00	65.00
Lot Type 2 (50' Lot)	588	0.83	490.00
Lot Type 3 (40' Lot)	404	0.67	269.33
Total Equivalent Units	**1,057**		**824.33**

The original total projected Equivalent Units for the Major Improvement Area are shown in Table E-B.4 as calculated based on the Equivalent Unit factors shown in Table E-B.1, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

Table E-B.4
Projected Equivalent Units - Major Improvement Area - Original

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60' Lot)	238	1.00	238.00
Lot Type 2 (50' Lot)	389	0.83	324.17
Lot Type 3 (40' Lot)	472	0.67	314.67
Total Equivalent Units	**1,099**		**876.83**

The updated total projected Equivalent Units for the Major Improvement Area are shown in Table E-B.5 as calculated based on the Equivalent Unit factors shown in Table E-B.1, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

Table E-B.5
Projected Equivalent Units - Major Improvement Area - Updated

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	252	1.00	252.00
Lot Type 2 (50 Ft)	390	0.83	325.00
Lot Type 3 (40 Ft)	472	0.67	314.67
Total Equivalent Units	**1,114**		**891.67**

The total projected Improvement Area #2 Equivalent Units for Improvement Area #2 are shown in Table E-B.6 as calculated based on the Improvement Area #2 Equivalent Unit factors shown in Table E-B.2, estimated Lot Types and number of units estimated to be built within Improvement Area #2.

Table E-B.6
Projected Improvement Area #2 Equivalent Units - Improvement Area #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	147	1.00	147.00
Lot Type 2 (50 Ft)	180	0.85	152.31
Total Equivalent Units	**327**		**299.31**

C) Allocation of Assessments to Lots within Improvement Area #1

Initial Improvement Area #1 Projects

As shown in Appendix H-1 of this Service and Assessment Plan, the share of Series 2021 PID Bonds allocable to the Improvement Area #1 Assessed Property, which represents the total Assessment allocated on all Parcels within Improvement Area #1 for the Initial Improvement Area #1 Projects, is $32,920,000. As shown in Table E-B.3, there are a total of 824.33 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $39,935.30 for the Initial Improvement Area #1 Projects.

The Assessment per dwelling unit ("Assessment Per Unit") in Improvement Area #1 for the Initial Improvement Area #1 Projects is calculated as the product of (i) $39,935.30 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $39,935.30 (i.e. $39,935.30 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $33,279.42 (i.e. $39,935.30 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $26,623.53 (i.e. $39,935.30 × 0.67). Table E-C.1 sets forth the Assessment Per Unit for each Lot Type in Improvement Area #1 for the Initial Improvement Area #1 Projects at the time the applicable Assessments were levied.

Table E-C.1
Assessment Per Unit – Initial Improvement Area #1 Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (60' Lot)	65	$39,935.30	1.00	$39,935.30	per dwelling unit	$2,595,795
Lot Type 2 (50' Lot)	588	$39,935.30	0.83	$33,279.42	per dwelling unit	$19,568,298
Lot Type 3 (40' Lot)	404	$39,935.30	0.67	$26,623.53	per dwelling unit	$10,755,908
Total	**1,057**					**$32,920,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-C.2.

Table E-C.2
Projected Leverage – Initial Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit[2]	Assessment Per Unit[3]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	$84,000	$472,500	$39,935.30	2.10	11.83
50 Ft Lots	588	$70,629	$393,750	$33,279.42	2.12	11.83
40 Ft Lots	404	$44,901	$315,000	$26,623.53	1.69	11.83

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.
2 – Based on the estimated home values for each Lot Type as provided by the Developer at the time the Assessments were levied for the Initial Improvement Area #1 Projects.
3 – Does not take into consideration Assessments paid to date.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-C.3.

Table E-C.3
Projected Tax Rate Equivalent per unit – Initial Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit[2]	Projected Average Annual Installment per unit[3]	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	65	$84,000	$472,500	$3,000.09	$3.57	$0.63
50 Ft Lots	588	$70,629	$393,750	$2,500.08	$3.54	$0.63
40 Ft Lots	404	$44,901	$315,000	$2,000.06	$4.45	$0.63

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.
2 - Based on the estimated home values for each Lot Type as provided by the Developer at the time the Assessments were levied for the Initial Improvement Area #1 Projects.
3 – Reflects projected average Annual Installment at the time the applicable Assessments were levied.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Initial Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects, attached as Appendix H-1, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Additional Improvement Area #1 Projects

As shown in Appendix H-2 of this Service and Assessment Plan, the total Assessment to be allocated on all Parcels within Improvement Area #1 for the Additional Improvement Area #1 Projects and the Additional Improvement Area #1 Projects Reimbursement Agreement which is secured by Assessments levied against the Improvement Area #1 Assessed Property for the Additional Improvement Area #1 Projects, is $7,745,000. As shown in Table E-B.3, there are a total of 824.33 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $9,395.47 for the Additional Improvement Area #1 Projects.

The Assessment Per Unit in Improvement Area #1 for the Additional Improvement Area #1 Projects is calculated as the product of (i) $9,395.47 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $9,395.47 (i.e. $9,395.47 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $7,829.56 (i.e. $9,395.47 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $6,263.65 (i.e. $9,395.47 × 0.67). Table E-C.4 sets forth the Assessment Per Unit for each Lot Type in Improvement Area #1 for the Additional Improvement Area #1 Projects at the time the applicable Assessments were levied.

Table E-C.4
Assessment Per Unit – Additional Improvement Area #1 Projects

Type	Planned No. of Units	Assessment per Equivalent Unit[1]	Equivalent Unit Factor	Assessment Per Unit		Total Assessments[2]
Lot Type 1 (60' Lot)	65	$9,395.47	1.00	$9,395.47	per dwelling unit	$610,706
Lot Type 2 (50' Lot)	588	$9,395.47	0.83	$7,829.56	per dwelling unit	$4,603,781
Lot Type 3 (40' Lot)	404	$9,395.47	0.67	$6,263.65	per dwelling unit	$2,530,514
Total	**1,057**					**$7,745,000**

1 – Does not take into consideration Assessments paid to date.
2 – Amounts are rounded to the nearest dollar amount.

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-C.5.

Table E-C.5
Projected Leverage – Additional Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit[2]	Assessment Per Unit[3]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	$84,000	$472,500	$9,395.47	8.94	50.29
50 Ft Lots	588	$70,629	$393,750	$7,829.56	9.02	50.29
40 Ft Lots	404	$44,901	$315,000	$6,263.65	7.17	50.29

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.
2 – Based on the estimated home values for each Lot Type as provided by the Developer at the time the Assessments were levied for the Additional Improvement Area #1 Projects.
3 – Does not take into consideration Assessments paid to date.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-C.6.

Table E-C.6
Projected Tax Rate Equivalent per unit – Additional Improvement Area #1 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit[2]	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	65	$84,000	$472,500	$742.26	$0.88	$0.16
50 Ft Lots	588	$70,629	$393,750	$618.55	$0.88	$0.16
40 Ft Lots	404	$44,901	$315,000	$494.84	$1.10	$0.16

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.
2 – Reflects projected average Annual Installment at the time the applicable Assessments were levied.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Additional Improvement Area #1 Projects is shown on the Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects, attached as Appendix H-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Improvement Area #1 (Combined Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects)

The combined Assessment Per Unit in Improvement Area #1 is calculated as the sum of the Assessment Per Unit for the Initial Improvement Area #1 Projects and Additional Improvement Area #1 Projects. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $49,330.77 (i.e. $39,935.30 + $9,395.47). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $41,108.98 (i.e. $33,279.42 + $7,829.56). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $32,887.18 (i.e. $26,623.53 + $6,263.65). Table E-C.7 sets forth the combined Assessment Per Unit for each Lot Type in Improvement Area #1 at the time the respective Assessments were levied.

Table E-C.7
Combined Assessment Per Unit – Improvement Area #1

Type	Planned No. of Units	Assessment Per Unit (Initial IA #1 Projects)	Assessment Per Unit (Additional IA #1 Improvements)	Combined Assessment Per Unit	Total Assessments
Lot Type 1 (60' Lot)	65	$39,935.30	$9,395.47	$49,330.77	$3,206,500
Lot Type 2 (50' Lot)	588	$33,279.42	$7,829.56	$41,108.98	$24,172,078
Lot Type 3 (40' Lot)	404	$26,623.53	$6,263.65	$32,887.18	$13,286,421
Total	**1,057**				**$40,665,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-C.8.

Table E-C.8
Combined Projected Leverage – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit[2]	Combined Assessment Per Unit[3]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	65	$84,000	$472,500	$49,330.77	1.70	9.58
50 Ft Lots	588	$70,629	$393,750	$41,108.98	1.72	9.58
40 Ft Lots	404	$44,901	$315,000	$32,887.18	1.37	9.58

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.
2 - Based on the estimated home values for each Lot Type as provided by the Developer at the time the Assessments were levied for the Initial Improvement Area #1 Projects and the Additional Improvement Area #1 Projects.
3 – Does not take into consideration Assessments paid to date.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-C.9.

Table E-C.9
Combined Projected Tax Rate Equivalent per unit – Improvement Area #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit[2]	Projected Average Annual Installment per unit[3]	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	65	$84,000	$472,500	$3,742.36	$4.46	$0.79
50 Ft Lots	588	$70,629	$393,750	$3,118.63	$4.42	$0.79
40 Ft Lots	404	$44,901	$315,000	$2,494.90	$5.56	$0.79

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer.
2 - Based on the estimated home values for each Lot Type as provided by the Developer at the time the Assessments were levied for the Initial Improvement Area #1 Projects and the Additional Improvement Area #1 Projects.
3 – Reflects projected average Annual Installment at the time the applicable Assessments were levied.

The projected Annual Installments for each Parcel or Lot located within Improvement Area #1 for the Initial Improvement Area #1 Projects and the Additional Improvement Area #1 Projects is shown on the combined Improvement Area #1 projected annual installment schedule, attached as Appendix H-3.

D) Allocation of Major Improvement Area Assessments to Lot Types in the Major Improvement Area

As shown in Appendix G of this Service and Assessment Plan, the share of Series 2021 PID Bonds allocable to the Major Improvement Area Assessed Property, which represents the total Assessment allocated on all Parcels within the Major Improvement Area for the Initial Major Improvement Projects, is $10,280,000. As shown in Table E-B.4, there was originally a total of 876.83 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $11,724.01.

The original Assessment Per Unit is calculated as the product of (i) $11,724.01 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $11,724.01 (i.e. $11,724.01 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $9,770.01 (i.e. $11,724.01 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $7,816.00 (i.e. $11,724.01 × 0.67). Table E-D.1 sets forth the original Assessment Per Unit for each Lot Type in the Major Improvement Area for the Initial Major Improvement Projects at the time the Assessments for the Initial Major Improvement Projects were levied.

Table E-D.1
Assessment Per Unit – Initial Major Improvements - Original

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (60' Lot)	238	$11,724.01	1.00	$11,724.01	per dwelling unit	$2,790,314
Lot Type 2 (50' Lot)	389	$11,724.01	0.83	$9,770.01	per dwelling unit	$3,800,532
Lot Type 3 (40' Lot)	472	$11,724.01	0.67	$7,816.00	per dwelling unit	$3,689,154
Total	**1,099**					**$10,280,000**

As shown in Table E-B.4, there is currently a total of 891.67 estimated Equivalent Units in the Major Improvement Area, resulting in an outstanding Assessment per Equivalent Unit of $10,973.83.

The outstanding Assessment Per Unit is calculated as the product of (i) $10,973.83 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $10,973.83 (i.e. $10,973.83 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $9,144.86 (i.e. $10,973.83 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $7,315.89 (i.e. $10,973.83 × 0.67). Table E-D.2 sets forth the updated Assessment Per Unit for each Lot Type in the Major Improvement Area for the Initial Major Improvement Projects based on the total Assessment levied for the initial Major Improvement Projects.

Table E-D.2
Assessment Per Unit – Initial Major Improvement Projects - Updated

Type	Planned No. of Units	Assessment per Equivalent Unit[1]	Equivalent Unit Factor	Assessment Per Unit[1]		Total Assessments[1,2]
60 Ft Lots	252	$10,973.83	1.00	$10,973.83	per dwelling unit	$2,765,406
50 Ft Lots	390	$10,973.83	0.83	$9,144.86	per dwelling unit	$3,566,495
40 Ft Lots	472	$10,973.83	0.67	$7,315.89	per dwelling unit	$3,453,099
Total	**1,114**					**$9,785,000**

1 – Reflects Outstanding Assessments.
2 – Amounts rounded to the nearest dollar.

The original projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Major Improvement Area for the Initial Major Improvement Projects is shown in Table E-D.3.

Table E-D.3
Projected Leverage – Initial Major Improvement Projects - Original

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	238	$96,731	$472,500	$11,724.01	8.25	40.30
50 Ft Lots	389	$79,826	$393,750	$9,770.01	8.17	40.30
40 Ft Lots	472	$66,233	$315,000	$7,816.00	8.47	40.30

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer in 2021.
2 – Does not take into consideration Assessments paid to date.

The updated projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Major Improvement Area for the Initial Major Improvement Projects and the currently outstanding Assessment for the Initial Major Improvement Projects is shown in Table E-D.4.

Table E-D.4
Projected Leverage – Initial Major Improvement Projects - Updated

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit[3]	Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	252	$135,000	$650,000	$10,973.83	12.30	59.23
50 Ft Lots	390	$112,500	$550,000	$9,144.86	12.30	60.14
40 Ft Lots	472	$86,667	$433,333	$7,315.89	11.85	59.23

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer in 2025.
2 – Reflects the Outstanding Assessments.
3 – Projected home values have been updated based on the projected home values at the time of the Assessment levy for the Improvement Area #2 Improvements to reflect the current projected leverage ratios.

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Major Improvement Area for the Initial Major Improvement Projects is shown in Table E-D.5.

Table E-D.5
Projected Tax Rate Equivalent per unit – Initial Major Improvement Projects - Original

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit[2]	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	238	$96,731	$472,500	$898.92	$0.93	$0.19
50 Ft Lots	389	$79,826	$393,750	$749.10	$0.94	$0.19
40 Ft Lots	472	$66,233	$315,000	$599.28	$0.90	$0.19

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer in 2021.
2 – Reflects projected average Annual Installment at the time the applicable Assessments were levied.

The updated projected tax rate equivalent per unit calculated based on the updated estimated finished lot values and home values for each unit within the Major Improvement Area for the Initial Major Improvement Projects is shown in Table E-D.6.

Table E-D.6
Projected Tax Rate Equivalent per unit – Initial Major Improvement Projects - Updated

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit[3]	Projected Average Annual Installment per unit[2]	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	252	$135,000	$650,000	$855.22	$0.63	$0.13
50 Ft Lots	390	$112,500	$550,000	$712.68	$0.63	$0.13
40 Ft Lots	472	$86,667	$433,333	$570.14	$0.66	$0.13

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer in 2025.
2 – Based on the projected average Annual Installment at the time of Assessment levy for Improvement Area #2 Improvements.
3 – Projected home values have been updated based on the projected home values at the time of the Assessment levy for the Improvement Area #2 Improvements to reflect the current projected tax rate equivalent.

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area for the Initial Major Improvement Projects is shown on the Major Improvement Area Assessment Roll – Initial Major Improvement Projects, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

E) Allocation of Future Improvement Area Assessments to Lot Types in the Future Improvement Area

As shown in Appendix I of this Service and Assessment Plan, the Assessments levied on the Future Improvement Area Assessed Property securing the Series 2024 PID Bonds, which represents the total Assessment allocated on all Parcels within the Future Improvement Area for

the Future Improvement Area Projects, is $6,611,000. As shown in Table E-B.4, there was originally a total of 876.83 estimated Equivalent Units in the Future Improvement Area (which is contiguous with the Major Improvement Area described in Table E-B.4), resulting in an Assessment per Equivalent Unit of $7,539.63.

The Assessment Per Unit was calculated as the product of (i) $7,539.63 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $7,539.63 (i.e. $7,539.63 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $6,283.03 (i.e. $7,539.63 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $5,026.42 (i.e. $7,539.63 × 0.67). Table E-E.1 sets forth the Assessment Per Unit for each Lot Type in the Future Improvement Area for the Future Improvement Area Projects at the time the Assessments were levied.

Table E-E.1
Assessment Per Unit – Future Improvement Area Projects – Original

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (60' Lot)	238	$7,539.63	1.00	$7,539.63	per dwelling unit	$1,794,432
Lot Type 2 (50' Lot)	389	$7,539.63	0.83	$6,283.03	per dwelling unit	$2,444,097
Lot Type 3 (40' Lot)	472	$7,539.63	0.67	$5,026.42	per dwelling unit	$2,372,471
Total	**1,099**					**$6,611,000**

As shown in Table E-B.4, there is now a total of 891.67 estimated Equivalent Units in the Future Improvement Area (which is contiguous with the Major Improvement Area described in Table E-B.4), resulting in an outstanding Assessment per Equivalent Unit of $7,414.21.

The Assessment Per Unit was calculated as the product of (i) $7,414.21 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $7,414.21 (i.e. $7,414.21 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $6,178.50 (i.e. $7,414.21 × 0.83). The Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $4,942.80 (i.e. $7,414.21 × 0.67). Table E-E.2 sets forth the updated Assessment Per Unit for each Lot Type in the Future Improvement Area for the Future Improvement Area Projects based on the total Assessment levied for the Future Improvement Area Projects.

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Table E-E.2
Assessment Per Unit – Future Improvement Area Projects - Updated

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
60 Ft Lots	252	$7,414.21	1.00	$7,414.21	per dwelling unit	$1,868,380
50 Ft Lots	390	$7,414.21	0.83	$6,178.50	per dwelling unit	$2,409,617
40 Ft Lots	472	$7,414.21	0.67	$4,942.80	per dwelling unit	$2,333,003
Total	**1,114**					**$6,611,000**

The original projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Future Improvement Area for the Future Improvement Area Projects is shown in Table E-E.3.

Table E-E.3
Projected Leverage – Future Improvement Area Projects - Original

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	238	$96,731	$472,500	$7,539.63	12.83	62.67
50 Ft Lots	389	$79,826	$393,750	$6,283.03	12.71	62.67
40 Ft Lots	472	$66,233	$315,000	$5,026.42	13.18	62.67

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer in 2021.

The updated projected leverage calculated based on the updated estimated land values, finished lot values and home values for each unit within the Future Improvement Area for the Future Improvement Area Projects is shown in Table E-E.4.

Table E-E.4
Projected Leverage – Future Improvement Area Projects - Updated

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit[2]	Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	252	$135,000	$650,000	$7,414.21	18.21	87.67
50 Ft Lots	390	$112,500	$550,000	$6,178.50	18.21	89.02
40 Ft Lots	472	$86,667	$433,333	$4,942.80	17.53	87.67

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer in 2025.
2 – Projected home values have been updated based on the projected home values at the time of the Assessment levy for the Improvement Area #2 Improvements to reflect the current projected leverage ratios.

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Future Improvement Area for the Future Improvement Area Projects is shown in Table E-E.5.

Table E-E.5
Projected Tax Rate Equivalent per unit – Future Improvement Area Projects - Original

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit[2]	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	238	$96,731	$472,500	$638.16	$0.66	$0.14
50 Ft Lots	389	$79,826	$393,750	$531.80	$0.67	$0.14
40 Ft Lots	472	$66,233	$315,000	$425.44	$0.64	$0.14

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer in 2021.
2 – Reflects projected average Annual Installment at the time the applicable Assessments were levied.

The updated projected tax rate equivalent per unit calculated based on the updated estimated finished lot values and home values for each unit within the Future Improvement Area for the Future Improvement Area Projects is shown in Table E-E.6.

Table E-E.6
Projected Tax Rate Equivalent per unit – Future Improvement Area Projects - Updated

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit[3]	Projected Average Annual Installment per unit[2]	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	252	$135,000	$650,000	$627.54	$0.46	$0.10
50 Ft Lots	390	$112,500	$550,000	$522.95	$0.46	$0.10
40 Ft Lots	472	$86,667	$433,333	$418.36	$0.48	$0.10

1 – Based on the weighted average lot prices for each Lot Type as provided by the Developer in 2025.
2 – Based on the projected average Annual Installment at the time of Assessment levy for Improvement Area #2 Improvements.
3 – Projected home values have been updated based on the projected home values at the time of the Assessment levy for the Improvement Area #2 Improvements to reflect the current projected tax rate equivalent.

The Assessment and Annual Installments for each Parcel or Lot located within the Future Improvement Area for the Future Improvement Area Projects is shown on the Future Improvement Area Assessment Roll – Future Improvement Area Projects, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

F) Allocation of Improvement Area #2 Assessments to Lot Types in Improvement Area #2

As shown in Appendix J of this Service and Assessment Plan, the Improvement Area #2 Assessments allocable to the Improvement Area #2 Assessed Property, which represents the total Assessment allocated on all Parcels within Improvement Area #2 for the Improvement Area #2 Improvements is $12,679,000. As shown in Table E-B.5, there is a total of 299.31 estimated Equivalent Units in Improvement Area #2, resulting in an Assessment per Equivalent Unit of $42,361.09.

The Assessment Per Unit was calculated as the product of (i) $42,361.09 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $42,361.09 (i.e. $42,361.09 × 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $35,844.00 (i.e. $42,361.09 × 0.85). Table E-F.1 sets forth the Assessment Per Unit for each Lot Type in the Improvement Area #2 for the Improvement Area #2 Improvements.

Table E-F.1
Assessment Per Unit – Improvement Area #2 Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
60 Ft Lots	147	$42,361.09	1.00	$42,361.09	per dwelling unit	$6,227,080
50 Ft Lots	180	$42,361.09	0.85	$35,844.00	per dwelling unit	$6,451,920
Total	**327**					**$12,679,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Improvement Area #2 for the Improvement Area #2 Improvements is shown in Table E-F.2.

Table E-F.2
Projected Leverage – Improvement Area #2 Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Assessment Per Unit[2]	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	147	$135,000	$650,000	$42,361.09	3.19	15.34
50 Ft Lots	180	$112,500	$550,000	$35,844.00	3.14	15.34

1 – To be updated based on the final appraisal.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within Improvement Area #2 for the Improvement Area #2 Improvements is shown in Table E-F.3.

Table E-F.3
Projected Tax Rate Equivalent per unit – Improvement Area #2 Improvements

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	147	$135,000	$650,000	$3,676.56	$2.72	$0.57
50 Ft Lots	180	$112,500	$550,000	$3,110.94	$2.77	$0.57

1 – To be updated based on the final appraisal.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #2 for the Improvement Area #2 Improvements is shown on the Improvement Area #2 Assessment Roll –Improvement Area #2 Improvements, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Improvement Area #2 (Initial Major Improvement Projects, Future Improvement Area Projects and Improvement Area #2 Improvements)

The combined Assessment Per Unit in Improvement Area #2 is calculated as the sum of the Assessment Per Unit for the Assessments levied on Improvement Area #2 Assessed Property. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $60,749.13 (i.e. $10,973.83 + $7,414.21 + $42,361.09). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $51,167.36 (i.e. $9,144.86 + $6,178.50 + $35,844.00). Table E-F.4 sets forth the combined Assessment Per Unit for each Lot Type in Improvement Area #2 based on the outstanding Assessment for the Initial Major Improvement Projects, the Future Improvement Area Projects, and the Improvement Area #2 Improvements.

Table E-F.4
Combined Assessment Per Unit – Improvement Area #2

Type	Planned No. of Units	Assessment Per Unit (Initial MIA Projects)	Assessment Per Unit (FIA Projects)	Assessment Per Unit (IA #2 Improvements)	Combined Assessment Per Unit	Total Assessments
Lot Type 1 (60' Lot)	147	$10,973.83	$7,414.21	$42,361.09	$60,749.13	$8,930,122
Lot Type 2 (50' Lot)	180	$9,144.86	$6,178.50	$35,844.00	$51,167.36	$9,210,125
Total	**327**					**$18,140,247**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table E-F.5.

Table E-F.5
Combined Projected Leverage – Improvement Area #2

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Combined Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
60 Ft Lots	147	$135,000	$650,000	$60,749.13	2.22	10.70
50 Ft Lots	180	$112,500	$550,000	$51,167.36	2.20	10.75

1 – To be updated based on the final appraisal.

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-F.6.

Table E-F.6
Combined Projected Tax Rate Equivalent per unit – Improvement Area #2

Description	Planned No. of Units	Estimated Finished Lot Value per unit[1]	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
60 Ft Lots	147	$135,000	$650,000	$5,159.32	$3.82	$0.79
50 Ft Lots	180	$112,500	$550,000	$4,346.57	$3.86	$0.79

1 – To be updated based on the final appraisal.

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APPENDIX F-1
SERIES 2021 PID BONDS ANNUAL INSTALLMENT SCHEDULE

Appendix F-1
Series 2021 PID Bonds Annual Installment Schedule

Year [1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest/Available Credits	Total Annual Installment[3]
9/30/21	$0	$599,850	$0	$0	$0	($599,850)	$0
9/30/22	$0	$2,322,000	$85,000	$0	$0	($2,407,000)	$0
9/30/23	$650,000	$2,322,000	$112,200	$216,000	$0	($1,365,150)	$1,935,050
9/30/24	$685,000	$2,287,063	$114,444	$212,750	$0	$0	$3,299,257
9/30/25	$725,000	$2,250,244	$116,733	$209,325	$0	$0	$3,301,302
9/30/26	$765,000	$2,211,275	$119,068	$205,700	$0	$0	$3,301,043
9/30/27	$805,000	$2,170,156	$121,449	$201,875	$0	$0	$3,298,480
9/30/28	$845,000	$2,126,888	$123,878	$197,850	$0	$0	$3,293,615
9/30/29	$895,000	$2,081,469	$126,355	$193,625	$0	$0	$3,296,449
9/30/30	$940,000	$2,033,363	$128,883	$189,150	$0	$0	$3,291,395
9/30/31	$990,000	$1,982,838	$131,460	$184,450	$0	$0	$3,288,748
9/30/32	$1,045,000	$1,929,625	$134,089	$179,500	$0	$0	$3,288,214
9/30/33	$1,100,000	$1,873,456	$136,771	$174,275	$0	$0	$3,284,502
9/30/34	$1,160,000	$1,814,331	$139,507	$168,775	$0	$0	$3,282,613
9/30/35	$1,220,000	$1,751,981	$142,297	$162,975	$0	$0	$3,277,253
9/30/36	$1,290,000	$1,686,406	$145,143	$156,875	$0	$0	$3,278,424
9/30/37	$1,355,000	$1,617,069	$148,046	$150,425	$0	$0	$3,270,539
9/30/38	$1,430,000	$1,544,238	$151,006	$143,650	$0	$0	$3,268,894
9/30/39	$1,505,000	$1,467,375	$154,027	$136,500	$0	$0	$3,262,902
9/30/40	$1,585,000	$1,386,481	$157,107	$128,975	$0	$0	$3,257,563
9/30/41	$1,670,000	$1,301,288	$160,249	$121,050	$0	$0	$3,252,587
9/30/42	$1,760,000	$1,211,525	$163,454	$112,700	$0	$0	$3,247,679
9/30/43	$1,855,000	$1,116,925	$166,723	$103,900	$0	$0	$3,242,548
9/30/44	$1,955,000	$1,017,219	$170,058	$94,625	$0	$0	$3,236,902
9/30/45	$2,060,000	$912,138	$173,459	$84,850	$0	$0	$3,230,446
9/30/46	$2,170,000	$801,413	$176,928	$74,550	$0	$0	$3,222,891
9/30/47	$2,290,000	$684,775	$180,467	$63,700	$0	$0	$3,218,942
9/30/48	$2,410,000	$561,688	$184,076	$52,250	$0	$0	$3,208,013
9/30/49	$2,540,000	$432,150	$187,758	$40,200	$0	$0	$3,200,108
9/30/50	$2,680,000	$295,625	$191,513	$27,500	$0	$0	$3,194,638
9/30/51	$2,820,000	$151,575	$195,343	$14,100	($2,976,469)	$0	$204,549
Total	**$43,200,000**	**$45,944,425**	**$4,437,489**	**$4,002,100**	**($2,976,469)**	**($4,372,000)**	**$90,235,545**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.
2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
3- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX F-2
SERIES 2024 PID BONDS ANNUAL INSTALLMENT SCHEDULE

Appendix F-2
Series 2024 PID Bonds Annual Installment Schedule

Year [1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest/Available Credits	Total Annual Installment[3]
9/30/24	$0	$46,510	$0	$0	$0	($46,510)	$0
9/30/25	$0	$372,080	$0	$0	$0	($372,080)	$0
9/30/26	$93,000	$372,080	$61,200	$33,055	$0	$0	$559,335
9/30/27	$98,000	$366,965	$62,424	$32,590	$0	$0	$559,979
9/30/28	$102,000	$361,575	$63,672	$32,100	$0	$0	$559,347
9/30/29	$107,000	$355,965	$64,946	$31,590	$0	$0	$559,501
9/30/30	$112,000	$350,080	$66,245	$31,055	$0	$0	$559,380
9/30/31	$118,000	$343,920	$67,570	$30,495	$0	$0	$559,985
9/30/32	$137,000	$337,430	$55,000	$29,905	$0	$0	$559,335
9/30/33	$146,000	$329,895	$55,028	$29,220	$0	$0	$560,143
9/30/34	$154,000	$321,865	$55,055	$28,490	$0	$0	$559,410
9/30/35	$163,000	$313,395	$55,083	$27,720	$0	$0	$559,198
9/30/36	$173,000	$304,430	$55,110	$26,905	$0	$0	$559,445
9/30/37	$184,000	$294,915	$55,138	$26,040	$0	$0	$560,093
9/30/38	$195,000	$284,795	$55,165	$25,120	$0	$0	$560,080
9/30/39	$206,000	$274,070	$55,193	$24,145	$0	$0	$559,408
9/30/40	$219,000	$262,740	$55,220	$23,115	$0	$0	$560,075
9/30/41	$232,000	$250,695	$55,248	$22,020	$0	$0	$559,963
9/30/42	$246,000	$237,935	$55,276	$20,860	$0	$0	$560,071
9/30/43	$260,000	$224,405	$55,303	$19,630	$0	$0	$559,338
9/30/44	$276,000	$210,105	$55,331	$18,330	$0	$0	$559,766
9/30/45	$292,000	$194,925	$55,359	$16,950	$0	$0	$559,234
9/30/46	$310,000	$178,135	$55,386	$15,490	$0	$0	$559,011
9/30/47	$330,000	$160,310	$55,414	$13,940	$0	$0	$559,664
9/30/48	$350,000	$141,335	$55,442	$12,290	$0	$0	$559,067
9/30/49	$372,000	$121,210	$55,469	$10,540	$0	$0	$559,219
9/30/50	$396,000	$99,820	$55,497	$8,680	$0	$0	$559,997
9/30/51	$420,000	$77,050	$55,525	$6,700	$0	$0	$559,275
9/30/52	$446,000	$52,900	$55,553	$4,600	$0	$0	$559,053
9/30/53	$474,000	$27,255	$55,580	$2,370	($501,255)	$0	$57,950
Total	**$6,611,000**	**$7,268,790**	**$1,602,431**	**$603,945**	**($501,255)**	**($418,590)**	**$15,166,321**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

3- Annual Installments are calculated using an interest rate of 5.50% for years 1 through 21 (2024-2044) and 5.75% for years 22 through 30 (2045-2053) on the Series 2024 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX G
MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - INITIAL MAJOR IMPROVEMENTS

Appendix G
Major Improvement Area Assessment Roll – Initial Major Improvements

Parcel	**All Parcels**
Equivalent Units	**891.67**
Outstanding Assessment	**$9,785,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$142,742	$0	$0	$0	($142,742)	$0
9/30/22	$0	$552,550	$35,000	$0	$0	($587,550)	$0
9/30/23	$155,000	$552,550	$35,700	$51,400	$0	($333,016)	$461,634
9/30/24	$165,000	$544,219	$36,414	$50,625	$0	$0	$796,258
9/30/25	$175,000	$535,350	$37,142	$49,800	$0	$0	$797,292
9/30/26	$180,000	$525,944	$37,885	$48,925	$0	$0	$792,754
9/30/27	$190,000	$516,269	$38,643	$48,025	$0	$0	$792,937
9/30/28	$200,000	$506,056	$39,416	$47,075	$0	$0	$792,547
9/30/29	$215,000	$495,306	$40,204	$46,075	$0	$0	$796,585
9/30/30	$225,000	$483,750	$41,008	$45,000	$0	$0	$794,758
9/30/31	$235,000	$471,656	$41,828	$43,875	$0	$0	$792,359
9/30/32	$250,000	$459,025	$42,665	$42,700	$0	$0	$794,390
9/30/33	$260,000	$445,588	$43,518	$41,450	$0	$0	$790,556
9/30/34	$275,000	$431,613	$44,388	$40,150	$0	$0	$791,151
9/30/35	$290,000	$416,831	$45,276	$38,775	$0	$0	$790,882
9/30/36	$305,000	$401,244	$46,182	$37,325	$0	$0	$789,751
9/30/37	$320,000	$384,850	$47,105	$35,800	$0	$0	$787,755
9/30/38	$340,000	$367,650	$48,047	$34,200	$0	$0	$789,897
9/30/39	$360,000	$349,375	$49,008	$32,500	$0	$0	$790,883
9/30/40	$375,000	$330,025	$49,989	$30,700	$0	$0	$785,714
9/30/41	$395,000	$309,869	$50,988	$28,825	$0	$0	$784,682
9/30/42	$420,000	$288,638	$52,008	$26,850	$0	$0	$787,496
9/30/43	$440,000	$266,063	$53,048	$24,750	$0	$0	$783,861
9/30/44	$465,000	$242,413	$54,109	$22,550	$0	$0	$784,072
9/30/45	$490,000	$217,419	$55,191	$20,225	$0	$0	$782,835
9/30/46	$515,000	$191,081	$56,295	$17,775	$0	$0	$780,152
9/30/47	$545,000	$163,400	$57,421	$15,200	$0	$0	$781,021
9/30/48	$575,000	$134,106	$58,570	$12,475	$0	$0	$780,151
9/30/49	$605,000	$103,200	$59,741	$9,600	$0	$0	$777,541
9/30/50	$640,000	$70,681	$60,936	$6,575	$0	$0	$778,192
9/30/51	$675,000	$36,281	$62,155	$3,375	($708,289)	$0	$68,521
Total	**$9,785,000**	**$8,608,331**	**$1,275,626**	**$800,775**	**($708,289)**	**$0**	**$19,761,443**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F-1 for the Series 2021 PID Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type	Lot Type 1 (60 Ft)
Outstanding Assessment	**$10,974**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$160	$0	$0	$0	($160)	$0
9/30/22	$0	$620	$39	$0	$0	($659)	$0
9/30/23	$174	$620	$40	$58	$0	($373)	$518
9/30/24	$185	$610	$41	$57	$0	$0	$893
9/30/25	$196	$600	$42	$56	$0	$0	$894
9/30/26	$202	$590	$42	$55	$0	$0	$889
9/30/27	$213	$579	$43	$54	$0	$0	$889
9/30/28	$224	$568	$44	$53	$0	$0	$889
9/30/29	$241	$555	$45	$52	$0	$0	$893
9/30/30	$252	$543	$46	$50	$0	$0	$891
9/30/31	$264	$529	$47	$49	$0	$0	$889
9/30/32	$280	$515	$48	$48	$0	$0	$891
9/30/33	$292	$500	$49	$46	$0	$0	$887
9/30/34	$308	$484	$50	$45	$0	$0	$887
9/30/35	$325	$467	$51	$43	$0	$0	$887
9/30/36	$342	$450	$52	$42	$0	$0	$886
9/30/37	$359	$432	$53	$40	$0	$0	$883
9/30/38	$381	$412	$54	$38	$0	$0	$886
9/30/39	$404	$392	$55	$36	$0	$0	$887
9/30/40	$421	$370	$56	$34	$0	$0	$881
9/30/41	$443	$348	$57	$32	$0	$0	$880
9/30/42	$471	$324	$58	$30	$0	$0	$883
9/30/43	$493	$298	$59	$28	$0	$0	$879
9/30/44	$521	$272	$61	$25	$0	$0	$879
9/30/45	$550	$244	$62	$23	$0	$0	$878
9/30/46	$578	$214	$63	$20	$0	$0	$875
9/30/47	$611	$183	$64	$17	$0	$0	$876
9/30/48	$645	$150	$66	$14	$0	$0	$875
9/30/49	$679	$116	$67	$11	$0	$0	$872
9/30/50	$718	$79	$68	$7	$0	$0	$873
9/30/51	$757	$41	$70	$4	($794)	$0	$77
Total	**$10,974**	**$9,654**	**$1,431**	**$898**	**($794)**	**$0**	**$22,162**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F-1 for the Series 2021 PID Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type	Lot Type 2 (50 Ft)
Assessment	**$9,145**
Equivalent Unit	**0.83**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$133	$0	$0	$0	($133)	$0
9/30/22	$0	$516	$33	$0	$0	($549)	$0
9/30/23	$145	$516	$33	$48	$0	($311)	$431
9/30/24	$154	$509	$34	$47	$0	$0	$744
9/30/25	$164	$500	$35	$47	$0	$0	$745
9/30/26	$168	$492	$35	$46	$0	$0	$741
9/30/27	$178	$482	$36	$45	$0	$0	$741
9/30/28	$187	$473	$37	$44	$0	$0	$741
9/30/29	$201	$463	$38	$43	$0	$0	$744
9/30/30	$210	$452	$38	$42	$0	$0	$743
9/30/31	$220	$441	$39	$41	$0	$0	$741
9/30/32	$234	$429	$40	$40	$0	$0	$742
9/30/33	$243	$416	$41	$39	$0	$0	$739
9/30/34	$257	$403	$41	$38	$0	$0	$739
9/30/35	$271	$390	$42	$36	$0	$0	$739
9/30/36	$285	$375	$43	$35	$0	$0	$738
9/30/37	$299	$360	$44	$33	$0	$0	$736
9/30/38	$318	$344	$45	$32	$0	$0	$738
9/30/39	$336	$327	$46	$30	$0	$0	$739
9/30/40	$350	$308	$47	$29	$0	$0	$734
9/30/41	$369	$290	$48	$27	$0	$0	$733
9/30/42	$393	$270	$49	$25	$0	$0	$736
9/30/43	$411	$249	$50	$23	$0	$0	$733
9/30/44	$435	$227	$51	$21	$0	$0	$733
9/30/45	$458	$203	$52	$19	$0	$0	$732
9/30/46	$481	$179	$53	$17	$0	$0	$729
9/30/47	$509	$153	$54	$14	$0	$0	$730
9/30/48	$537	$125	$55	$12	$0	$0	$729
9/30/49	$565	$96	$56	$9	$0	$0	$727
9/30/50	$598	$66	$57	$6	$0	$0	$727
9/30/51	$631	$34	$58	$3	($662)	$0	$64
Total	**$9,145**	**$8,045**	**$1,192**	**$748**	**($662)**	**$0**	**$18,469**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Principal and interest amounts shown are pro rata estimates based the estimated bond debt service schedule shown in Appendix F-1 for the Series 2021 PID Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix G
Assessment Roll by Lot Type

Lot Type	Lot Type 3 (40 Ft)
Assessment	**$7,316**
Equivalent Unit	**0.67**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$107	$0	$0	$0	($107)	$0
9/30/22	$0	$413	$26	$0	$0	($439)	$0
9/30/23	$116	$413	$27	$38	$0	($249)	$345
9/30/24	$123	$407	$27	$38	$0	$0	$595
9/30/25	$131	$400	$28	$37	$0	$0	$596
9/30/26	$135	$393	$28	$37	$0	$0	$593
9/30/27	$142	$386	$29	$36	$0	$0	$593
9/30/28	$150	$378	$29	$35	$0	$0	$593
9/30/29	$161	$370	$30	$34	$0	$0	$596
9/30/30	$168	$362	$31	$34	$0	$0	$594
9/30/31	$176	$353	$31	$33	$0	$0	$592
9/30/32	$187	$343	$32	$32	$0	$0	$594
9/30/33	$194	$333	$33	$31	$0	$0	$591
9/30/34	$206	$323	$33	$30	$0	$0	$592
9/30/35	$217	$312	$34	$29	$0	$0	$591
9/30/36	$228	$300	$35	$28	$0	$0	$590
9/30/37	$239	$288	$35	$27	$0	$0	$589
9/30/38	$254	$275	$36	$26	$0	$0	$591
9/30/39	$269	$261	$37	$24	$0	$0	$591
9/30/40	$280	$247	$37	$23	$0	$0	$587
9/30/41	$295	$232	$38	$22	$0	$0	$587
9/30/42	$314	$216	$39	$20	$0	$0	$589
9/30/43	$329	$199	$40	$19	$0	$0	$586
9/30/44	$348	$181	$40	$17	$0	$0	$586
9/30/45	$366	$163	$41	$15	$0	$0	$585
9/30/46	$385	$143	$42	$13	$0	$0	$583
9/30/47	$407	$122	$43	$11	$0	$0	$584
9/30/48	$430	$100	$44	$9	$0	$0	$583
9/30/49	$452	$77	$45	$7	$0	$0	$581
9/30/50	$479	$53	$46	$5	$0	$0	$582
9/30/51	$505	$27	$46	$3	($530)	$0	$51
Total	**$7,316**	**$6,436**	**$954**	**$599**	**($530)**	**$0**	**$14,775**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX H-1
IMPROVEMENT AREA #1 ASSESSMENT ROLL – INITIAL IMPROVEMENT AREA #1 PROJECTS

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects

Parcel	**All Parcels**
Equivalent Units	**824.33**
Assessment	**$32,920,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$457,108	$0	$0	$0	($457,108)	$0
9/30/22	$0	$1,769,450	$50,000	$0	$0	($1,819,450)	$0
9/30/23	$495,000	$1,769,450	$76,500	$164,600	$0	($1,032,134)	$1,473,416
9/30/24	$520,000	$1,742,844	$78,030	$162,125	$0	$0	$2,502,999
9/30/25	$550,000	$1,714,894	$79,591	$159,525	$0	$0	$2,504,009
9/30/26	$585,000	$1,685,331	$81,182	$156,775	$0	$0	$2,508,289
9/30/27	$615,000	$1,653,888	$82,806	$153,850	$0	$0	$2,505,544
9/30/28	$645,000	$1,620,831	$84,462	$150,775	$0	$0	$2,501,068
9/30/29	$680,000	$1,586,163	$86,151	$147,550	$0	$0	$2,499,864
9/30/30	$715,000	$1,549,613	$87,874	$144,150	$0	$0	$2,496,637
9/30/31	$755,000	$1,511,181	$89,632	$140,575	$0	$0	$2,496,388
9/30/32	$795,000	$1,470,600	$91,425	$136,800	$0	$0	$2,493,825
9/30/33	$840,000	$1,427,869	$93,253	$132,825	$0	$0	$2,493,947
9/30/34	$885,000	$1,382,719	$95,118	$128,625	$0	$0	$2,491,462
9/30/35	$930,000	$1,335,150	$97,020	$124,200	$0	$0	$2,486,370
9/30/36	$985,000	$1,285,163	$98,961	$119,550	$0	$0	$2,488,673
9/30/37	$1,035,000	$1,232,219	$100,940	$114,625	$0	$0	$2,482,784
9/30/38	$1,090,000	$1,176,588	$102,959	$109,450	$0	$0	$2,478,996
9/30/39	$1,145,000	$1,118,000	$105,018	$104,000	$0	$0	$2,472,018
9/30/40	$1,210,000	$1,056,456	$107,118	$98,275	$0	$0	$2,471,850
9/30/41	$1,275,000	$991,419	$109,261	$92,225	$0	$0	$2,467,905
9/30/42	$1,340,000	$922,888	$111,446	$85,850	$0	$0	$2,460,184
9/30/43	$1,415,000	$850,863	$113,675	$79,150	$0	$0	$2,458,687
9/30/44	$1,490,000	$774,806	$115,948	$72,075	$0	$0	$2,452,830
9/30/45	$1,570,000	$694,719	$118,267	$64,625	$0	$0	$2,447,611
9/30/46	$1,655,000	$610,331	$120,633	$56,775	$0	$0	$2,442,739
9/30/47	$1,745,000	$521,375	$123,045	$48,500	$0	$0	$2,437,920
9/30/48	$1,835,000	$427,581	$125,506	$39,775	$0	$0	$2,427,863
9/30/49	$1,935,000	$328,950	$128,016	$30,600	$0	$0	$2,422,566
9/30/50	$2,040,000	$224,944	$130,577	$20,925	$0	$0	$2,416,446
9/30/51	$2,145,000	$115,294	$133,188	$10,725	($2,268,179)	$0	$136,028
Total	**$32,920,000**	**$35,008,683**	**$3,017,606**	**$3,049,500**	**($2,268,179)**	**($3,308,692)**	**$68,418,918**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 1 (60 Ft)
Assessment	**$39,935**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$555	$0	$0	$0	($555)	$0
9/30/22	$0	$2,147	$61	$0	$0	($2,207)	$0
9/30/23	$600	$2,147	$93	$200	$0	($1,252)	$1,787
9/30/24	$631	$2,114	$95	$197	$0	$0	$3,036
9/30/25	$667	$2,080	$97	$194	$0	$0	$3,038
9/30/26	$710	$2,044	$98	$190	$0	$0	$3,043
9/30/27	$746	$2,006	$100	$187	$0	$0	$3,039
9/30/28	$782	$1,966	$102	$183	$0	$0	$3,034
9/30/29	$825	$1,924	$105	$179	$0	$0	$3,033
9/30/30	$867	$1,880	$107	$175	$0	$0	$3,029
9/30/31	$916	$1,833	$109	$171	$0	$0	$3,028
9/30/32	$964	$1,784	$111	$166	$0	$0	$3,025
9/30/33	$1,019	$1,732	$113	$161	$0	$0	$3,025
9/30/34	$1,074	$1,677	$115	$156	$0	$0	$3,022
9/30/35	$1,128	$1,620	$118	$151	$0	$0	$3,016
9/30/36	$1,195	$1,559	$120	$145	$0	$0	$3,019
9/30/37	$1,256	$1,495	$122	$139	$0	$0	$3,012
9/30/38	$1,322	$1,427	$125	$133	$0	$0	$3,007
9/30/39	$1,389	$1,356	$127	$126	$0	$0	$2,999
9/30/40	$1,468	$1,282	$130	$119	$0	$0	$2,999
9/30/41	$1,547	$1,203	$133	$112	$0	$0	$2,994
9/30/42	$1,626	$1,120	$135	$104	$0	$0	$2,984
9/30/43	$1,717	$1,032	$138	$96	$0	$0	$2,983
9/30/44	$1,808	$940	$141	$87	$0	$0	$2,976
9/30/45	$1,905	$843	$143	$78	$0	$0	$2,969
9/30/46	$2,008	$740	$146	$69	$0	$0	$2,963
9/30/47	$2,117	$632	$149	$59	$0	$0	$2,957
9/30/48	$2,226	$519	$152	$48	$0	$0	$2,945
9/30/49	$2,347	$399	$155	$37	$0	$0	$2,939
9/30/50	$2,475	$273	$158	$25	$0	$0	$2,931
9/30/51	$2,602	$140	$162	$13	($2,752)	$0	$165
Total	**$39,935**	**$42,469**	**$3,661**	**$3,699**	**($2,752)**	**($4,014)**	**$82,999**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 2 (50 Ft)
Assessment	**$33,279**
Equivalent Unit	**0.83**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$462	$0	$0	$0	($462)	$0
9/30/22	$0	$1,789	$51	$0	$0	($1,839)	$0
9/30/23	$500	$1,789	$77	$166	$0	($1,043)	$1,490
9/30/24	$526	$1,762	$79	$164	$0	$0	$2,530
9/30/25	$556	$1,734	$80	$161	$0	$0	$2,531
9/30/26	$591	$1,704	$82	$158	$0	$0	$2,536
9/30/27	$622	$1,672	$84	$156	$0	$0	$2,533
9/30/28	$652	$1,639	$85	$152	$0	$0	$2,528
9/30/29	$687	$1,603	$87	$149	$0	$0	$2,527
9/30/30	$723	$1,567	$89	$146	$0	$0	$2,524
9/30/31	$763	$1,528	$91	$142	$0	$0	$2,524
9/30/32	$804	$1,487	$92	$138	$0	$0	$2,521
9/30/33	$849	$1,443	$94	$134	$0	$0	$2,521
9/30/34	$895	$1,398	$96	$130	$0	$0	$2,519
9/30/35	$940	$1,350	$98	$126	$0	$0	$2,514
9/30/36	$996	$1,299	$100	$121	$0	$0	$2,516
9/30/37	$1,046	$1,246	$102	$116	$0	$0	$2,510
9/30/38	$1,102	$1,189	$104	$111	$0	$0	$2,506
9/30/39	$1,158	$1,130	$106	$105	$0	$0	$2,499
9/30/40	$1,223	$1,068	$108	$99	$0	$0	$2,499
9/30/41	$1,289	$1,002	$110	$93	$0	$0	$2,495
9/30/42	$1,355	$933	$113	$87	$0	$0	$2,487
9/30/43	$1,430	$860	$115	$80	$0	$0	$2,486
9/30/44	$1,506	$783	$117	$73	$0	$0	$2,480
9/30/45	$1,587	$702	$120	$65	$0	$0	$2,474
9/30/46	$1,673	$617	$122	$57	$0	$0	$2,469
9/30/47	$1,764	$527	$124	$49	$0	$0	$2,465
9/30/48	$1,855	$432	$127	$40	$0	$0	$2,454
9/30/49	$1,956	$333	$129	$31	$0	$0	$2,449
9/30/50	$2,062	$227	$132	$21	$0	$0	$2,443
9/30/51	$2,168	$117	$135	$11	($2,293)	$0	$138
Total	**$33,279**	**$35,391**	**$3,051**	**$3,083**	**($2,293)**	**($3,345)**	**$69,166**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

4- Annual Installments are calculated using a 5.375% interest rate on the Series 2021 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix H-1

Improvement Area #1 Assessment Roll – Initial Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 3 (40 Ft)
Assessment	**$26,624**
Equivalent Unit	**0.67**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/21	$0	$370	$0	$0	$0	($370)	$0
9/30/22	$0	$1,431	$40	$0	$0	($1,471)	$0
9/30/23	$400	$1,431	$62	$133	$0	($835)	$1,192
9/30/24	$421	$1,409	$63	$131	$0	$0	$2,024
9/30/25	$445	$1,387	$64	$129	$0	$0	$2,025
9/30/26	$473	$1,363	$66	$127	$0	$0	$2,029
9/30/27	$497	$1,338	$67	$124	$0	$0	$2,026
9/30/28	$522	$1,311	$68	$122	$0	$0	$2,023
9/30/29	$550	$1,283	$70	$119	$0	$0	$2,022
9/30/30	$578	$1,253	$71	$117	$0	$0	$2,019
9/30/31	$611	$1,222	$72	$114	$0	$0	$2,019
9/30/32	$643	$1,189	$74	$111	$0	$0	$2,017
9/30/33	$679	$1,155	$75	$107	$0	$0	$2,017
9/30/34	$716	$1,118	$77	$104	$0	$0	$2,015
9/30/35	$752	$1,080	$78	$100	$0	$0	$2,011
9/30/36	$797	$1,039	$80	$97	$0	$0	$2,013
9/30/37	$837	$997	$82	$93	$0	$0	$2,008
9/30/38	$882	$952	$83	$89	$0	$0	$2,005
9/30/39	$926	$904	$85	$84	$0	$0	$1,999
9/30/40	$979	$854	$87	$79	$0	$0	$1,999
9/30/41	$1,031	$802	$88	$75	$0	$0	$1,996
9/30/42	$1,084	$746	$90	$69	$0	$0	$1,990
9/30/43	$1,144	$688	$92	$64	$0	$0	$1,988
9/30/44	$1,205	$627	$94	$58	$0	$0	$1,984
9/30/45	$1,270	$562	$96	$52	$0	$0	$1,979
9/30/46	$1,338	$494	$98	$46	$0	$0	$1,976
9/30/47	$1,411	$422	$100	$39	$0	$0	$1,972
9/30/48	$1,484	$346	$102	$32	$0	$0	$1,963
9/30/49	$1,565	$266	$104	$25	$0	$0	$1,959
9/30/50	$1,650	$182	$106	$17	$0	$0	$1,954
9/30/51	$1,735	$93	$108	$9	($1,834)	$0	$110
Total	**$26,624**	**$28,313**	**$2,440**	**$2,466**	**($1,834)**	**($2,676)**	**$55,333**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

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3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year

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APPENDIX H-2
IMPROVEMENT AREA #1 ASSESSMENT ROLL – ADDITIONAL IMPROVEMENT AREA #1 PROJECTS

Appendix H-2

Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects

Parcel	**38076, 38089, 38226, 111275, 465354, 746126, 967339, 983733, 983734, 1007166**
Equivalent Units	**824.33**
Assessment	**$7,745,000**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$61,000	$455,019	$60,000	$576,019
9/30/25	$64,000	$451,435	$61,200	$576,635
9/30/26	$67,000	$447,675	$62,424	$577,099
9/30/27	$71,000	$443,739	$63,672	$578,411
9/30/28	$75,000	$439,568	$64,946	$579,513
9/30/29	$78,000	$435,161	$66,245	$579,406
9/30/30	$83,000	$430,579	$67,570	$581,148
9/30/31	$87,000	$425,703	$68,921	$581,624
9/30/32	$129,000	$420,591	$25,000	$574,591
9/30/33	$141,000	$413,013	$25,013	$579,025
9/30/34	$154,000	$404,729	$25,025	$583,754
9/30/35	$168,000	$395,681	$25,038	$588,719
9/30/36	$182,000	$385,811	$25,050	$592,861
9/30/37	$197,000	$375,119	$25,063	$597,181
9/30/38	$213,000	$363,545	$25,075	$601,620
9/30/39	$230,000	$351,031	$25,088	$606,119
9/30/40	$249,000	$337,519	$25,100	$611,619
9/30/41	$268,000	$322,890	$25,113	$616,003
9/30/42	$288,000	$307,145	$25,125	$620,270
9/30/43	$310,000	$290,225	$25,138	$625,363
9/30/44	$333,000	$272,013	$25,150	$630,163
9/30/45	$358,000	$252,449	$25,163	$635,612
9/30/46	$384,000	$231,416	$25,176	$640,592
9/30/47	$411,000	$208,856	$25,188	$645,044
9/30/48	$440,000	$184,710	$25,201	$649,911
9/30/49	$471,000	$158,860	$25,213	$655,073
9/30/50	$504,000	$131,189	$25,226	$660,415
9/30/51	$539,000	$101,579	$25,239	$665,817
9/30/52	$575,000	$69,913	$25,251	$670,164
9/30/53	$615,000	$36,131	$25,264	$676,395
Total	**$7,745,000**	**$9,543,291**	**$1,067,875**	**$18,356,167**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.

2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

Appendix H-2

Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 1 (60 Ft)
Assessment	**$9,395**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$74	$552	$73	$699
9/30/25	$78	$548	$74	$700
9/30/26	$81	$543	$76	$700
9/30/27	$86	$538	$77	$702
9/30/28	$91	$533	$79	$703
9/30/29	$95	$528	$80	$703
9/30/30	$101	$522	$82	$705
9/30/31	$106	$516	$84	$706
9/30/32	$156	$510	$30	$697
9/30/33	$171	$501	$30	$702
9/30/34	$187	$491	$30	$708
9/30/35	$204	$480	$30	$714
9/30/36	$221	$468	$30	$719
9/30/37	$239	$455	$30	$724
9/30/38	$258	$441	$30	$730
9/30/39	$279	$426	$30	$735
9/30/40	$302	$409	$30	$742
9/30/41	$325	$392	$30	$747
9/30/42	$349	$373	$30	$752
9/30/43	$376	$352	$30	$759
9/30/44	$404	$330	$31	$764
9/30/45	$434	$306	$31	$771
9/30/46	$466	$281	$31	$777
9/30/47	$499	$253	$31	$783
9/30/48	$534	$224	$31	$788
9/30/49	$571	$193	$31	$795
9/30/50	$611	$159	$31	$801
9/30/51	$654	$123	$31	$808
9/30/52	$698	$85	$31	$813
9/30/53	$746	$44	$31	$821
Total	**$9,395**	**$11,577**	**$1,295**	**$22,268**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.

2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

Appendix H-2

Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 2 (50 Ft)
Assessment	**$7,830**
Equivalent Unit	**0.83**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$62	$460	$61	$582
9/30/25	$65	$456	$62	$583
9/30/26	$68	$453	$63	$583
9/30/27	$72	$449	$64	$585
9/30/28	$76	$444	$66	$586
9/30/29	$79	$440	$67	$586
9/30/30	$84	$435	$68	$587
9/30/31	$88	$430	$70	$588
9/30/32	$130	$425	$25	$581
9/30/33	$143	$418	$25	$585
9/30/34	$156	$409	$25	$590
9/30/35	$170	$400	$25	$595
9/30/36	$184	$390	$25	$599
9/30/37	$199	$379	$25	$604
9/30/38	$215	$368	$25	$608
9/30/39	$233	$355	$25	$613
9/30/40	$252	$341	$25	$618
9/30/41	$271	$326	$25	$623
9/30/42	$291	$310	$25	$627
9/30/43	$313	$293	$25	$632
9/30/44	$337	$275	$25	$637
9/30/45	$362	$255	$25	$643
9/30/46	$388	$234	$25	$648
9/30/47	$415	$211	$25	$652
9/30/48	$445	$187	$25	$657
9/30/49	$476	$161	$25	$662
9/30/50	$510	$133	$26	$668
9/30/51	$545	$103	$26	$673
9/30/52	$581	$71	$26	$677
9/30/53	$622	$37	$26	$684
Total	**$7,830**	**$9,647**	**$1,080**	**$18,557**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.

2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

Appendix H-2

Improvement Area #1 Assessment Roll – Additional Improvement Area #1 Projects Assessment Roll by Lot Type

Lot Type	Lot Type 3 (40 Ft)
Assessment	**$6,264**
Equivalent Unit	**0.67**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Total Annual Installment[4]
9/30/24	$49	$368	$49	$466
9/30/25	$52	$365	$49	$466
9/30/26	$54	$362	$50	$467
9/30/27	$57	$359	$51	$468
9/30/28	$61	$355	$53	$469
9/30/29	$63	$352	$54	$469
9/30/30	$67	$348	$55	$470
9/30/31	$70	$344	$56	$470
9/30/32	$104	$340	$20	$465
9/30/33	$114	$334	$20	$468
9/30/34	$125	$327	$20	$472
9/30/35	$136	$320	$20	$476
9/30/36	$147	$312	$20	$479
9/30/37	$159	$303	$20	$483
9/30/38	$172	$294	$20	$487
9/30/39	$186	$284	$20	$490
9/30/40	$201	$273	$20	$495
9/30/41	$217	$261	$20	$498
9/30/42	$233	$248	$20	$502
9/30/43	$251	$235	$20	$506
9/30/44	$269	$220	$20	$510
9/30/45	$290	$204	$20	$514
9/30/46	$311	$187	$20	$518
9/30/47	$332	$169	$20	$522
9/30/48	$356	$149	$20	$526
9/30/49	$381	$128	$20	$530
9/30/50	$408	$106	$20	$534
9/30/51	$436	$82	$20	$538
9/30/52	$465	$57	$20	$542
9/30/53	$497	$29	$20	$547
Total	**$6,264**	**$7,718**	**$864**	**$14,845**

1 – The 9/30/XX dates represent the assessment year end for the Additional Improvement Area #1 Projects Reimbursement Agreement.

2- Represents the principal and interest due under the Additional Improvement Area #1 Projects Reimbursement Agreement. Interest is calculated using an interest rate of 5.875% per annum for years 1 to 5 and 5.875% per annum thereafter.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

APPENDIX H-3
COMBINED IMPROVEMENT AREA #1 ANNUAL INSTALLMENT SCHEDULE

Appendix H-3
Combined Improvement Area #1 Annual Installment Schedule

Year [1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[2,3]	Additional Interest Reserve[3]	Debt Service Reserve Fund[3]	Capitalized Interest/ Available Credits[3]	Total Annual Installment
9/30/21	$0	$457,108	$0	$0	$0	$0	$0	($457,108)	$0
9/30/22	$0	$1,769,450	$0	$0	$50,000	$0	$0	($1,819,450)	$0
9/30/23	$495,000	$1,769,450	$0	$0	$76,500	$164,600	$0	($1,032,134)	$1,473,416
9/30/24	$520,000	$1,742,844	$61,000	$455,019	$138,030	$162,125	$0	$0	$3,079,018
9/30/25	$550,000	$1,714,894	$64,000	$451,435	$140,791	$159,525	$0	$0	$3,080,644
9/30/26	$585,000	$1,685,331	$67,000	$447,675	$143,606	$156,775	$0	$0	$3,085,388
9/30/27	$615,000	$1,653,888	$71,000	$443,739	$146,479	$153,850	$0	$0	$3,083,955
9/30/28	$645,000	$1,620,831	$75,000	$439,568	$149,408	$150,775	$0	$0	$3,080,582
9/30/29	$680,000	$1,586,163	$78,000	$435,161	$152,396	$147,550	$0	$0	$3,079,270
9/30/30	$715,000	$1,549,613	$83,000	$430,579	$155,444	$144,150	$0	$0	$3,077,785
9/30/31	$755,000	$1,511,181	$87,000	$425,703	$158,553	$140,575	$0	$0	$3,078,012
9/30/32	$795,000	$1,470,600	$129,000	$420,591	$116,425	$136,800	$0	$0	$3,068,416
9/30/33	$840,000	$1,427,869	$141,000	$413,013	$118,266	$132,825	$0	$0	$3,072,972
9/30/34	$885,000	$1,382,719	$154,000	$404,729	$120,143	$128,625	$0	$0	$3,075,216
9/30/35	$930,000	$1,335,150	$168,000	$395,681	$122,058	$124,200	$0	$0	$3,075,089
9/30/36	$985,000	$1,285,163	$182,000	$385,811	$124,011	$119,550	$0	$0	$3,081,535
9/30/37	$1,035,000	$1,232,219	$197,000	$375,119	$126,003	$114,625	$0	$0	$3,079,965
9/30/38	$1,090,000	$1,176,588	$213,000	$363,545	$128,034	$109,450	$0	$0	$3,080,617
9/30/39	$1,145,000	$1,118,000	$230,000	$351,031	$130,106	$104,000	$0	$0	$3,078,137
9/30/40	$1,210,000	$1,056,456	$249,000	$337,519	$132,219	$98,275	$0	$0	$3,083,469
9/30/41	$1,275,000	$991,419	$268,000	$322,890	$134,374	$92,225	$0	$0	$3,083,907
9/30/42	$1,340,000	$922,888	$288,000	$307,145	$136,571	$85,850	$0	$0	$3,080,454
9/30/43	$1,415,000	$850,863	$310,000	$290,225	$138,813	$79,150	$0	$0	$3,084,050
9/30/44	$1,490,000	$774,806	$333,000	$272,013	$141,099	$72,075	$0	$0	$3,082,993
9/30/45	$1,570,000	$694,719	$358,000	$252,449	$143,430	$64,625	$0	$0	$3,083,223
9/30/46	$1,655,000	$610,331	$384,000	$231,416	$145,808	$56,775	$0	$0	$3,083,331
9/30/47	$1,745,000	$521,375	$411,000	$208,856	$148,234	$48,500	$0	$0	$3,082,965
9/30/48	$1,835,000	$427,581	$440,000	$184,710	$150,707	$39,775	$0	$0	$3,077,773
9/30/49	$1,935,000	$328,950	$471,000	$158,860	$153,230	$30,600	$0	$0	$3,077,640
9/30/50	$2,040,000	$224,944	$504,000	$131,189	$155,803	$20,925	$0	$0	$3,076,860
9/30/51	$2,145,000	$115,294	$539,000	$101,579	$158,427	$10,725	($2,268,179)	$0	$801,845
9/30/52	$0	$0	$575,000	$69,913	$25,251	$0	$0	$0	$670,164
9/30/53	$0	$0	$615,000	$36,131	$25,264	$0	$0	$0	$676,395
Total	**$32,920,000**	**$35,008,683**	**$7,745,000**	**$9,543,291**	**$4,085,481**	**$3,049,500**	**($2,268,179)**	**($3,308,692)**	**$86,775,084**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds and/or reimbursement agreement.

2 – See Appendix H-1.

3 – See Appendix H-2.

APPENDIX I
FUTURE IMPROVEMENT AREA ASSESSMENT ROLL – FUTURE IMPROVEMENT AREA PROJECTS

Appendix I

Future Improvement Area Assessment Roll – Future Improvement Area Projects

Parcel	**38076, 38089, 38094, 38102, 38191, 38193, 38226, 111275, 465354, 967339, 967340**
Equivalent Units	**891.67**
Assessment	**$6,611,000**

Year[1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[3]
9/30/24	$0	$46,510	$0	$0	$0	($46,510)	$0
9/30/25	$0	$372,080	$0	$0	$0	($372,080)	$0
9/30/26	$93,000	$372,080	$61,200	$33,055	$0	$0	$559,335
9/30/27	$98,000	$366,965	$62,424	$32,590	$0	$0	$559,979
9/30/28	$102,000	$361,575	$63,672	$32,100	$0	$0	$559,347
9/30/29	$107,000	$355,965	$64,946	$31,590	$0	$0	$559,501
9/30/30	$112,000	$350,080	$66,245	$31,055	$0	$0	$559,380
9/30/31	$118,000	$343,920	$67,570	$30,495	$0	$0	$559,985
9/30/32	$137,000	$337,430	$55,000	$29,905	$0	$0	$559,335
9/30/33	$146,000	$329,895	$55,028	$29,220	$0	$0	$560,143
9/30/34	$154,000	$321,865	$55,055	$28,490	$0	$0	$559,410
9/30/35	$163,000	$313,395	$55,083	$27,720	$0	$0	$559,198
9/30/36	$173,000	$304,430	$55,110	$26,905	$0	$0	$559,445
9/30/37	$184,000	$294,915	$55,138	$26,040	$0	$0	$560,093
9/30/38	$195,000	$284,795	$55,165	$25,120	$0	$0	$560,080
9/30/39	$206,000	$274,070	$55,193	$24,145	$0	$0	$559,408
9/30/40	$219,000	$262,740	$55,220	$23,115	$0	$0	$560,075
9/30/41	$232,000	$250,695	$55,248	$22,020	$0	$0	$559,963
9/30/42	$246,000	$237,935	$55,276	$20,860	$0	$0	$560,071
9/30/43	$260,000	$224,405	$55,303	$19,630	$0	$0	$559,338
9/30/44	$276,000	$210,105	$55,331	$18,330	$0	$0	$559,766
9/30/45	$292,000	$194,925	$55,359	$16,950	$0	$0	$559,234
9/30/46	$310,000	$178,135	$55,386	$15,490	$0	$0	$559,011
9/30/47	$330,000	$160,310	$55,414	$13,940	$0	$0	$559,664
9/30/48	$350,000	$141,335	$55,442	$12,290	$0	$0	$559,067
9/30/49	$372,000	$121,210	$55,469	$10,540	$0	$0	$559,219
9/30/50	$396,000	$99,820	$55,497	$8,680	$0	$0	$559,997
9/30/51	$420,000	$77,050	$55,525	$6,700	$0	$0	$559,275
9/30/52	$446,000	$52,900	$55,553	$4,600	$0	$0	$559,053
9/30/53	$474,000	$27,255	$55,580	$2,370	($501,255)	$0	$57,950
Total	**$6,611,000**	**$7,268,790**	**$1,602,431**	**$603,945**	**($501,255)**	**($418,590)**	**$15,166,321**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

3- Annual Installments are calculated using an interest rate of 5.50% for years 1 through 21 (2024-2044) and 5.75% for years 22 through 30 (2045-2053) on the Series 2024 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix I
Assessment Roll by Lot Type

Lot Type	Lot Type 1 (60 Ft)
Assessment	**$7,414**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/24	$0	$52	$0	$0	$0	($52)	$0
9/30/25	$0	$417	$0	$0	$0	($417)	$0
9/30/26	$104	$417	$69	$37	$0	$0	$627
9/30/27	$110	$412	$70	$37	$0	$0	$628
9/30/28	$114	$406	$71	$36	$0	$0	$627
9/30/29	$120	$399	$73	$35	$0	$0	$627
9/30/30	$126	$393	$74	$35	$0	$0	$627
9/30/31	$132	$386	$76	$34	$0	$0	$628
9/30/32	$154	$378	$62	$34	$0	$0	$627
9/30/33	$164	$370	$62	$33	$0	$0	$628
9/30/34	$173	$361	$62	$32	$0	$0	$627
9/30/35	$183	$351	$62	$31	$0	$0	$627
9/30/36	$194	$341	$62	$30	$0	$0	$627
9/30/37	$206	$331	$62	$29	$0	$0	$628
9/30/38	$219	$319	$62	$28	$0	$0	$628
9/30/39	$231	$307	$62	$27	$0	$0	$627
9/30/40	$246	$295	$62	$26	$0	$0	$628
9/30/41	$260	$281	$62	$25	$0	$0	$628
9/30/42	$276	$267	$62	$23	$0	$0	$628
9/30/43	$292	$252	$62	$22	$0	$0	$627
9/30/44	$310	$236	$62	$21	$0	$0	$628
9/30/45	$327	$219	$62	$19	$0	$0	$627
9/30/46	$348	$200	$62	$17	$0	$0	$627
9/30/47	$370	$180	$62	$16	$0	$0	$628
9/30/48	$393	$159	$62	$14	$0	$0	$627
9/30/49	$417	$136	$62	$12	$0	$0	$627
9/30/50	$444	$112	$62	$10	$0	$0	$628
9/30/51	$471	$86	$62	$8	$0	$0	$627
9/30/52	$500	$59	$62	$5	$0	$0	$627
9/30/53	$532	$31	$62	$3	($562)	$0	$65
Total	**$7,414**	**$8,152**	**$1,797**	**$677**	**($562)**	**($469)**	**$17,009**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

3- Annual Installments are calculated using an interest rate of 5.50% for years 1 through 21 (2024-2044) and 5.75% for years 22 through 30 (2045-2053) on the Series 2024 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix I
Assessment Roll by Lot Type

Lot Type	Lot Type 2 (50 Ft)
Assessment	**$6,179**
Equivalent Unit	**0.83**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/24	$0	$43	$0	$0	$0	($43)	$0
9/30/25	$0	$348	$0	$0	$0	($348)	$0
9/30/26	$87	$348	$57	$31	$0	$0	$523
9/30/27	$92	$343	$58	$30	$0	$0	$523
9/30/28	$95	$338	$60	$30	$0	$0	$523
9/30/29	$100	$333	$61	$30	$0	$0	$523
9/30/30	$105	$327	$62	$29	$0	$0	$523
9/30/31	$110	$321	$63	$29	$0	$0	$523
9/30/32	$128	$315	$51	$28	$0	$0	$523
9/30/33	$136	$308	$51	$27	$0	$0	$523
9/30/34	$144	$301	$51	$27	$0	$0	$523
9/30/35	$152	$293	$51	$26	$0	$0	$523
9/30/36	$162	$285	$52	$25	$0	$0	$523
9/30/37	$172	$276	$52	$24	$0	$0	$523
9/30/38	$182	$266	$52	$23	$0	$0	$523
9/30/39	$193	$256	$52	$23	$0	$0	$523
9/30/40	$205	$246	$52	$22	$0	$0	$523
9/30/41	$217	$234	$52	$21	$0	$0	$523
9/30/42	$230	$222	$52	$19	$0	$0	$523
9/30/43	$243	$210	$52	$18	$0	$0	$523
9/30/44	$258	$196	$52	$17	$0	$0	$523
9/30/45	$273	$182	$52	$16	$0	$0	$523
9/30/46	$290	$166	$52	$14	$0	$0	$522
9/30/47	$308	$150	$52	$13	$0	$0	$523
9/30/48	$327	$132	$52	$11	$0	$0	$522
9/30/49	$348	$113	$52	$10	$0	$0	$523
9/30/50	$370	$93	$52	$8	$0	$0	$523
9/30/51	$393	$72	$52	$6	$0	$0	$523
9/30/52	$417	$49	$52	$4	$0	$0	$522
9/30/53	$443	$25	$52	$2	($468)	$0	$54
Total	**$6,179**	**$6,793**	**$1,498**	**$564**	**($468)**	**($391)**	**$14,174**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

3- Annual Installments are calculated using an interest rate of 5.50% for years 1 through 21 (2024-2044) and 5.75% for years 22 through 30 (2045-2053) on the Series 2024 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix I
Assessment Roll by Lot Type

Lot Type	Lot Type 3 (40 Ft)
Assessment	**$4,943**
Equivalent Unit	**0.67**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/24	$0	$35	$0	$0	$0	($35)	$0
9/30/25	$0	$278	$0	$0	$0	($278)	$0
9/30/26	$70	$278	$46	$25	$0	$0	$418
9/30/27	$73	$274	$47	$24	$0	$0	$419
9/30/28	$76	$270	$48	$24	$0	$0	$418
9/30/29	$80	$266	$49	$24	$0	$0	$418
9/30/30	$84	$262	$50	$23	$0	$0	$418
9/30/31	$88	$257	$51	$23	$0	$0	$419
9/30/32	$102	$252	$41	$22	$0	$0	$418
9/30/33	$109	$247	$41	$22	$0	$0	$419
9/30/34	$115	$241	$41	$21	$0	$0	$418
9/30/35	$122	$234	$41	$21	$0	$0	$418
9/30/36	$129	$228	$41	$20	$0	$0	$418
9/30/37	$138	$220	$41	$19	$0	$0	$419
9/30/38	$146	$213	$41	$19	$0	$0	$419
9/30/39	$154	$205	$41	$18	$0	$0	$418
9/30/40	$164	$196	$41	$17	$0	$0	$419
9/30/41	$173	$187	$41	$16	$0	$0	$419
9/30/42	$184	$178	$41	$16	$0	$0	$419
9/30/43	$194	$168	$41	$15	$0	$0	$418
9/30/44	$206	$157	$41	$14	$0	$0	$419
9/30/45	$218	$146	$41	$13	$0	$0	$418
9/30/46	$232	$133	$41	$12	$0	$0	$418
9/30/47	$247	$120	$41	$10	$0	$0	$418
9/30/48	$262	$106	$41	$9	$0	$0	$418
9/30/49	$278	$91	$41	$8	$0	$0	$418
9/30/50	$296	$75	$41	$6	$0	$0	$419
9/30/51	$314	$58	$42	$5	$0	$0	$418
9/30/52	$333	$40	$42	$3	$0	$0	$418
9/30/53	$354	$20	$42	$2	($375)	$0	$43
Total	**$4,943**	**$5,435**	**$1,198**	**$452**	**($375)**	**($313)**	**$11,339**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year for years 2024 through 2031 and a 0.05% increase per year thereafter.

3- Annual Installments are calculated using an interest rate of 5.50% for years 1 through 21 (2024-2044) and 5.75% for years 22 through 30 (2045-2053) on the Series 2024 PID Bonds plus the Additional Interest and Administrative Expenses.

APPENDIX J
PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL – IMPROVEMENT AREA #2 IMPROVEMENTS

Appendix J
Improvement Area #2 Assessment Roll – Improvement Area #2 Improvements

Parcel	**All Parcels**
Equivalent Units	**299.31**
Assessment	**$12,679,000**

Year[1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[3]
9/30/26	$0	$580,030	$0	$0	$0	($580,030)	$0
9/30/27	$141,000	$824,135	$60,000	$63,395	$0	$0	$1,088,530
9/30/28	$149,000	$814,970	$61,200	$62,690	$0	$0	$1,087,860
9/30/29	$158,000	$805,285	$62,424	$61,945	$0	$0	$1,087,654
9/30/30	$168,000	$795,015	$63,672	$61,155	$0	$0	$1,087,842
9/30/31	$178,000	$784,095	$64,946	$60,315	$0	$0	$1,087,356
9/30/32	$189,000	$772,525	$66,245	$59,425	$0	$0	$1,087,195
9/30/33	$201,000	$760,240	$67,570	$58,480	$0	$0	$1,087,290
9/30/34	$213,000	$747,175	$68,921	$57,475	$0	$0	$1,086,571
9/30/35	$227,000	$733,330	$70,300	$56,410	$0	$0	$1,087,040
9/30/36	$242,000	$718,575	$71,706	$55,275	$0	$0	$1,087,556
9/30/37	$257,000	$702,845	$73,140	$54,065	$0	$0	$1,087,050
9/30/38	$274,000	$686,140	$74,602	$52,780	$0	$0	$1,087,522
9/30/39	$291,000	$668,330	$76,095	$51,410	$0	$0	$1,086,835
9/30/40	$310,000	$649,415	$77,616	$49,955	$0	$0	$1,086,986
9/30/41	$331,000	$629,265	$79,169	$48,405	$0	$0	$1,087,839
9/30/42	$353,000	$607,750	$80,752	$46,750	$0	$0	$1,088,252
9/30/43	$376,000	$584,805	$82,367	$44,985	$0	$0	$1,088,157
9/30/44	$401,000	$560,365	$84,014	$43,105	$0	$0	$1,088,484
9/30/45	$427,000	$534,300	$85,695	$41,100	$0	$0	$1,088,095
9/30/46	$456,000	$506,545	$87,409	$38,965	$0	$0	$1,088,919
9/30/47	$487,000	$476,905	$89,157	$36,685	$0	$0	$1,089,747
9/30/48	$519,000	$445,250	$90,940	$34,250	$0	$0	$1,089,440
9/30/49	$554,000	$411,515	$92,759	$31,655	$0	$0	$1,089,929
9/30/50	$592,000	$375,505	$94,614	$28,885	$0	$0	$1,091,004
9/30/51	$631,000	$337,025	$96,506	$25,925	$0	$0	$1,090,456
9/30/52	$938,000	$296,010	$98,436	$22,770	$0	$0	$1,355,216
9/30/53	$1,002,000	$235,040	$100,405	$18,080	$0	$0	$1,355,525
9/30/54	$1,264,000	$169,910	$102,413	$13,070	$0	$0	$1,549,393
9/30/55	$1,350,000	$87,750	$104,461	$6,750	($1,249,127)	$0	$299,835
Total	**$12,679,000**	**$17,300,045**	**$2,327,534**	**$1,286,155**	**($1,249,127)**	**($580,030)**	**$31,763,577**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated using an estimated interest rate of 6.50% for years 1 through 30 (2026-2055) on the Series 2025 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix J
Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (60 Ft)**
Assessment	**$42,361**
Equivalent Unit	**1.00**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/26	$0	$1,938	$0	$0	$0	($1,938)	$0
9/30/27	$471	$2,753	$200	$212	$0	$0	$3,637
9/30/28	$498	$2,723	$204	$209	$0	$0	$3,635
9/30/29	$528	$2,690	$209	$207	$0	$0	$3,634
9/30/30	$561	$2,656	$213	$204	$0	$0	$3,635
9/30/31	$595	$2,620	$217	$202	$0	$0	$3,633
9/30/32	$631	$2,581	$221	$199	$0	$0	$3,632
9/30/33	$672	$2,540	$226	$195	$0	$0	$3,633
9/30/34	$712	$2,496	$230	$192	$0	$0	$3,630
9/30/35	$758	$2,450	$235	$188	$0	$0	$3,632
9/30/36	$809	$2,401	$240	$185	$0	$0	$3,634
9/30/37	$859	$2,348	$244	$181	$0	$0	$3,632
9/30/38	$915	$2,292	$249	$176	$0	$0	$3,633
9/30/39	$972	$2,233	$254	$172	$0	$0	$3,631
9/30/40	$1,036	$2,170	$259	$167	$0	$0	$3,632
9/30/41	$1,106	$2,102	$265	$162	$0	$0	$3,635
9/30/42	$1,179	$2,031	$270	$156	$0	$0	$3,636
9/30/43	$1,256	$1,954	$275	$150	$0	$0	$3,636
9/30/44	$1,340	$1,872	$281	$144	$0	$0	$3,637
9/30/45	$1,427	$1,785	$286	$137	$0	$0	$3,635
9/30/46	$1,524	$1,692	$292	$130	$0	$0	$3,638
9/30/47	$1,627	$1,593	$298	$123	$0	$0	$3,641
9/30/48	$1,734	$1,488	$304	$114	$0	$0	$3,640
9/30/49	$1,851	$1,375	$310	$106	$0	$0	$3,641
9/30/50	$1,978	$1,255	$316	$97	$0	$0	$3,645
9/30/51	$2,108	$1,126	$322	$87	$0	$0	$3,643
9/30/52	$3,134	$989	$329	$76	$0	$0	$4,528
9/30/53	$3,348	$785	$335	$60	$0	$0	$4,529
9/30/54	$4,223	$568	$342	$44	$0	$0	$5,177
9/30/55	$4,510	$293	$349	$23	($4,173)	$0	$1,002
Total	**$42,361**	**$57,800**	**$7,776**	**$4,297**	**($4,173)**	**($1,938)**	**$106,123**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.
2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
3- Annual Installments are calculated using an estimated interest rate of 6.50% for years 1 through 30 (2026-2055) on the Series 2025 PID Bonds plus the Additional Interest and Administrative Expenses.

Appendix J
Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (50 Ft)**
Assessment	**$35,844**
Equivalent Unit	**0.85**

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[4]
9/30/26	$0	$1,640	$0	$0	$0	($1,640)	$0
9/30/27	$399	$2,330	$170	$179	$0	$0	$3,077
9/30/28	$421	$2,304	$173	$177	$0	$0	$3,075
9/30/29	$447	$2,277	$176	$175	$0	$0	$3,075
9/30/30	$475	$2,248	$180	$173	$0	$0	$3,075
9/30/31	$503	$2,217	$184	$171	$0	$0	$3,074
9/30/32	$534	$2,184	$187	$168	$0	$0	$3,074
9/30/33	$568	$2,149	$191	$165	$0	$0	$3,074
9/30/34	$602	$2,112	$195	$162	$0	$0	$3,072
9/30/35	$642	$2,073	$199	$159	$0	$0	$3,073
9/30/36	$684	$2,031	$203	$156	$0	$0	$3,075
9/30/37	$727	$1,987	$207	$153	$0	$0	$3,073
9/30/38	$775	$1,940	$211	$149	$0	$0	$3,074
9/30/39	$823	$1,889	$215	$145	$0	$0	$3,073
9/30/40	$876	$1,836	$219	$141	$0	$0	$3,073
9/30/41	$936	$1,779	$224	$137	$0	$0	$3,075
9/30/42	$998	$1,718	$228	$132	$0	$0	$3,077
9/30/43	$1,063	$1,653	$233	$127	$0	$0	$3,076
9/30/44	$1,134	$1,584	$238	$122	$0	$0	$3,077
9/30/45	$1,207	$1,510	$242	$116	$0	$0	$3,076
9/30/46	$1,289	$1,432	$247	$110	$0	$0	$3,078
9/30/47	$1,377	$1,348	$252	$104	$0	$0	$3,081
9/30/48	$1,467	$1,259	$257	$97	$0	$0	$3,080
9/30/49	$1,566	$1,163	$262	$89	$0	$0	$3,081
9/30/50	$1,674	$1,062	$267	$82	$0	$0	$3,084
9/30/51	$1,784	$953	$273	$73	$0	$0	$3,083
9/30/52	$2,652	$837	$278	$64	$0	$0	$3,831
9/30/53	$2,833	$664	$284	$51	$0	$0	$3,832
9/30/54	$3,573	$480	$290	$37	$0	$0	$4,380
9/30/55	$3,816	$248	$295	$19	($3,531)	$0	$848
Total	**$35,844**	**$48,908**	**$6,580**	**$3,636**	**($3,531)**	**($1,640)**	**$89,797**

1 – The 9/30/XX dates represent the assessment year (bond year) end for the applicable Bonds.
2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
3- Annual Installments are calculated using an estimated interest rate of 6.50% for years 1 through 30 (2026-2055) on the Series 2025 PID Bonds plus the Additional Interest and Administrative Expenses.

EXHIBIT B
TOWN OF LITTLE ELM, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the Town Council of the Town of Little Elm, Texas on *November 18, 2025 at or after 6:00 p.m.at Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas 75068*. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Improvement Area #2 of the Spiritas Ranch Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The general nature of the proposed public improvements (collectively, the "Improvement Area #2 Improvements") may include: (i) roadway improvements, water improvements, sanitary sewer improvements, storm drainage improvements, right-of-way, and other soft and miscellaneous costs; (ii) administrative costs and costs related to the establishment of the District; and (iii) payment of costs associated with financing the public improvements, including interest, costs of issuance, reserve funds, or credit enhancement of bonds issued by or on behalf of the District. These Improvement Area #2 Improvements shall promote the interests of the Town and confer a special benefit upon Improvement Area #2 of the District.

The total costs of the Improvement Area #2 Improvements are estimated to be approximately $14,479,972.

The District includes approximately *545* acres of land generally located *south of U.S. HWY 380 and east of FM 720, and west of Lewisville Lake*, located within the Town and as more particularly described by a metes and bounds description available at Little Elm Town Hall and available for public inspection.

All written or oral objections on the proposed assessments within Improvement Area #2 of the District will be considered at the public hearing.

A copy of the Improvement Area #2 Assessment Roll relating to the Improvement Area #2 Improvements, which Improvement Area #2 Assessment Roll includes the assessments proposed to be levied against each parcel in Improvement Area #2 of the District that benefits from the Improvement Area #2 Improvements, is available for public inspection at the office of the Town Secretary, 100 W. Eldorado Pkwy, Little Elm, Texas 75068.

Date:	10/21/2025
Agenda Item #:	5. G.
Department:	Fire
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Paul Rust, Fire Chief

AGENDA ITEM:

Consider Action to Approve **Resolution No. 1021202502 Approving the Submission of a Grant Application to the Office of the Governor for the 2025-2026 Rifle-Resistant Body Armor Grant Program.**

DESCRIPTION:

With the addition of the Assistant Fire Marshal and another TCOLE-certified member of the Fire Department, the Fire Marshal's Office applied for the Rifle-Resistant Body Armor Grant Program. This grant, administered by the Texas Governor's Office Public Safety Office (PSO), is a state-funded initiative designed to equip Texas peace officers with enhanced protection against modern threats, specifically rifle fire. We have always had body armor in the Fire Marshal's Office, but it was not the same as the one our Police Department currently uses. This grant will allow us to purchase a similar product. The Fire Marshal's Office members are certified TCOLE Commissioned Peace Officers. Outside of our day-to-day Fire Marshal duties, we also work in coordination with the Little Elm Police Department on large-event operations and training.

BUDGET IMPACT:

This grant will cover the funds required for the body armor.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 1021202502

TOWN OF LITTLE ELM, TEXAS

RESOLUTION NO. 1021202502

A RESOLUTION BY THE TOWN OF LITTLE ELM APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, FOR THE 2025-2026 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM.

WHEREAS, The Town Council of the Town of Little Elm finds it is in the best interest of the citizens of the Town of Little Elm, that the Little Elm Fire Marshal's Office Rifle-Resistant Body Armor Project be operated for the 2025-2026 FY; and

WHEREAS, The Town Council of the Town of Little Elm agrees that in the event of loss or misuse of the Office of the Governor funds, the Town Council of the Town of Little Elm assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Town Council of the Town of Little Elm designates the Town Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Town Council of the Town of Little Elm, Texas approves submission of the grant application for the Little Elm Fire Marshal's Office Rifle-Resistant Body Armor Project to the Office of the Governor.

PASSED AND APPROVED this October 21, 2025

_____
Curtis J. Cornelious, Mayor

ATTEST:

_____
Caitlan Biggs, Town Secretary

Grant Number: 5447701

Date:	10/21/2025
Agenda Item #:	5. H.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Olga Chernomorets, Assistant Director/Managing Director of Planning

AGENDA ITEM:

Consider Action to Approve **Appointments to the Planning and Zoning (P&Z) Commission.**

DESCRIPTION:

Town Council approved appointments to four P&Z Commission places at the September 16, 2025, meeting. However, an additional appointment needed to be made with the appointment of Brent Thibeaux to the Board of Adjustments.

The interview committee recommends the appointment of Paula Ward for a term that will expire September 30, 2028.

This item will also clean up the current terms for the members below:

Commissioner	**Term**
Tom Ocelli	2024-2027
Brian Kuberski (unexpired term)	2025-2027
Brandon McLemore	2025-2028
Ron Trees	2025-2028
Jack Skinner	2025-2028
Paula Ward	2025-2028
Robert Martin	2023-2026
Deb Cadet (alternate)	2023-2026
Nisha Singla (alternate, unexpired term)	2025-2026

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:
Staff recommends approval.

Date:	10/21/2025
Agenda Item #:	5. I.
Department:	Administrative Services
Strategic Goal:	Provide a safe and welcoming environment for Little Elm residents and visitors
Staff Contact:	Drew Bailey, Director of Tourism & Communications

AGENDA ITEM:

Consider Action to Approve a **Waiver of Fees for the Rock the Dock 1K and 5K Run.**

DESCRIPTION:

North Texas Rhythm Runners is requesting permission to host the "Rock the Dock" 1K and 5K Run on the Lakefront Trails behind Beard Park on Saturday, April 18, 2026, from 8:00 a.m. to 11:00 a.m., with setup beginning at 5:00 a.m. This community race event promotes health and fitness and expects between 250–500 attendees. The lead organizer, Jamell Johnson, has submitted the required event application and associated documents. They are formally requesting that the council waive all soft costs, totaling $1,275, and instead pay only the hard costs of $475 associated with park rental, paramedics, and health permits. Council consideration is requested for the fee waiver.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff requests direction from Town Council.

Date:	10/21/2025
Agenda Item #:	5. J.
Department:	Development Services
Strategic Goal:	Ensure excellence in public services while keeping up with the growth in the community
Staff Contact:	Wesley Brandon, Director of Development Services

AGENDA ITEM:

Consider Action to Approve **Amendment No. 1 to the Interlocal Agreement (ILA) between the Town of Little Elm and the City of Frisco regarding the King Road Expansion Project.**

DESCRIPTION:

In 2013, a development agreement was executed between the Town of Little Elm, the City of Frisco, and CTMGT Frisco I22, LLC. The agreement created an obligation of the Town to design and construct a four-lane divided roadway expansion of King Road from Witt Road to the western boundary of the Kings Crossing Subdivision, located approximately 1,700 feet west of Witt Road (Segment "A").

In 2022, the Town was awarded $4,500,000 in funding from Denton County to extend the improvements from its originally planned location to the intersection of Rose Lane (Segment "B"). The funding was approved through an Interlocal Cooperation Agreement (ICA) between the Town and Denton County. The proposed roadway widths and cross-section may vary within in this segment to accommodate existing right-of-way constraints.

Also in 2022, Town Council approved an interlocal agreement (ILA) with the City of Frisco regarding the funding, design, construction, and continued maintenance of King Road. The current ILA includes the following key deal points:

- The Town of Little Elm is responsible for completing the project design, continued maintenance of approximately fifty percent (50%) of the project length, and providing funding to cover seventy-five percent (75%) of the remaining project costs after the Denton County funding is utilized.
- The City of Frisco is responsible for the construction of the project (including procurement), continued maintenance of approximately fifty percent (50%) of the project length, and providing funding to cover twenty-five percent (25%) of the remaining project costs after the Denton County funding is utilized.

In 2024, The project was advertised to contractors for bidding, and the lowest responsible bidder submitted a bid that exceeded the funding anticipated in the two agreements. In order to offset this funding deficit, Town Staff negotiated amendments to the Denton County ICA and the ILA with

the City of Frisco to allocate additional funding required to complete the project. The amended ICA with Denton County was previously approved by Town Council and is currently pending approval by the Denton County Commissioners Court. Staff is requesting approval of an amendment to the ILA with the City of Frisco that will increase funding contributions by both parties in a proportion similar to the current ILA. The proposed amendment also includes additional funding from the City of Frisco to cover previous design costs paid by the Town.

BUDGET IMPACT:

Funding for the Town's portion of the project cost is currently allocated in the Capital Improvement Program budget. The proposed increase in funding from the current agreement is $1,384,685.

	Current ILA	Proposed Amendment #1
Estimated Total Project Cost	$ 6,651,862	$ 11,327,893
Denton County Contribution	$ 4,500,000	$ 6,000,000
Estimated Frisco Contribution	$ 537,966	$ 2,329,311
Estimated Town of Little Elm Contribution	**$ 1,613,897**	**$ 2,998,582**

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Draft ILA Amendment #1

Current ILA

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LITTLE ELM AND CITY OF FRISCO

This FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Amended Agreement") is entered into between the TOWN OF LITTLE ELM, TEXAS, a home-rule municipality ("Little Elm"), and the CITY OF FRISCO, TEXAS**,** a home-rule municipality ("Frisco"). Little Elm and Frisco are sometimes referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, Little Elm and Frisco have the authority to contract with each other in accordance with the terms of this Agreement pursuant to the provisions of the Interlocal Cooperation Act (the "Act"), Chapter 791, Texas Government Code, which authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, Little Elm and Frisco entered into that certain Interlocal Agreement dated June 21, 2022 ("Original Agreement" and together with this Amended Agreement, the "Agreement"); and

WHEREAS, the Parties desire to amend and restate the Original Agreement as set forth in this Amended Agreement and to agree as set forth herein; and

WHEREAS, the Parties have determined that certain road improvements are needed to a portion of King Road that is located approximately 280 feet west of Witt Road to Rose Lane, located in the Town of Little Elm, City of Frisco, City of Hackberry, and Denton County ("King Road"), as shown on the project map attached hereto as Exhibit A and incorporated herein, consisting of a four lane divided roadway from approximately 280 feet west of Witt Road to Anthem Drive and a three lane roadway from Anthem Drive to Rose Lane and all necessary appurtenances related thereto (collectively, the "King Road Project"); and

WHEREAS, the Parties have determined that the agreements, pledges and obligations created by this Agreement are in the best interests of the Parties and that the implementation of the terms of this Agreement will promote the efficient and effective provision of governmental services; and

WHEREAS, the functions and services contemplated to be performed by the Parties under this Agreement are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services that each of the Parties hereto has independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, each Party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments

are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

Section 1: *Construction of King Road*

A. Little Elm, using the funding sources described in Section 3 of this Agreement, shall be responsible for the design and engineering of the King Road Project using the design criteria set forth in Subsection B and for acquisition of all right-of-way and easements located within Little Elm that are needed for the King Road Project. All design and engineering plans for the King Road Project and any amendments or modifications thereto must be reviewed by and receive written approval from Frisco. In the event that Frisco requests changes to the design standards or criteria set forth in Subsection B, then Frisco shall be responsible for the reasonable and necessary costs directly related to such Frisco-requested changes if approved in writing by Little Elm. It is understood that Little Elm does not control all events needed for the construction of King Road (*i.e.*, right-of-way acquisition within Frisco, utility relocation, development plan approval and other regulatory matters). Nevertheless, Little Elm will take all reasonable and necessary actions within the scope of its responsibility under this Agreement to ensure that the design on the King Road Project shall commence within thirty (30) days after the Effective Date (hereinafter defined) of this Agreement. Little Elm shall ensure compliance with all applicable federal and state laws pertaining to the design and engineering of the King Road Project, including the procurement of such services.

B. The engineering design of the King Road Project shall include the following requirements and criteria:

1. The King Road Project shall be designed, engineered, and constructed to Frisco Engineering Standards.

2. From approximately 280 feet west of the intersection of King Road and Witt Road to the intersection of King Road and Anthem Drive, the King Road Project will be designed and constructed to be a four-lane divided roadway. From the intersection of King Road and Anthem Drive to the intersection of King Road and Rose Lane, the King Road Project will be designed and constructed to be a three-lane roadway. The four-lane divided section shall include left turn lanes at the intersections of Anthem Drive, future Rambling Rose Drive at the Washington Tract, and future Drake Lane at the Villages of Creekwood Tract, and a right turn lane at the intersection of future Drake Lane at the Villages of Creekwood Tract. The three-lane section shall include a two-

way, continuous center left turn lane.

3. The design and engineering of the King Road Project shall provide for drainage structures and facilities sized to accept drainage from the City of Frisco properties located on the south side of King Road to allow surface water to drain to Cottonwood Branch on the north side of King Road. Such drainage structures and facilities shall not require additional approval by Little Elm. This includes the drainage areas from Frisco Lakes by Del Webb, the Washington Tract (The Rose Place), and Villages of Creekwood as depicted in Exhibit D drainage area maps.

C. Frisco, using the funding sources described in Section 3 of this Agreement, shall be responsible for the procurement, construction, inspection and final acceptance of the King Road Project and for acquisition of all right-of-way and easements located within Frisco that are needed for the King Road Project. In the event that Little Elm requests changes to the design standards or criteria set forth in Subsection B or any element of the construction of the King Road Project, then Little Elm shall be responsible for the reasonable and necessary costs directly related to such Little Elm-requested changes, if approved in writing by Frisco. It is understood that Frisco does not control all events needed for the construction of King Road (*i.e.*, right-of-way acquisition within Little Elm, utility relocation, development plan approval and other regulatory matters). Nevertheless, Frisco will take all reasonable and necessary actions within the scope of its responsibility under this Agreement to ensure that the construction on the King Road Project shall commence within one hundred and eighty (180) days after design completion and acquisition of all necessary right-of-way and easements located in both Frisco and Little Elm, subject to events of force majeure. Frisco shall ensure compliance with all applicable federal and state laws pertaining to the construction of the King Road Project, including the procurement of such services.

D. Frisco shall have sole discretion to add street lighting and/or enhanced landscaping to the design scope of the King Road Project in accordance with standards established by Frisco, if Frisco so desires, provided that Frisco is responsible for all of the incremental cost increases directly resulting from the same as well as the reasonable and necessary costs to maintain the same. Maintenance responsibility described in Section 4 of this Agreement.

E. The Parties agree that the obligations set forth in Section 4(b)(B) of that certain Impact Fee and Development Agreement among CTMGT Frisco 122, LLC, Little Elm and Frisco dated May 24, 2013, and filed under Instrument No. 2013-63214 in the Real Property Records of Denton County, Texas (the "2013 Agreement"), are hereby superseded by the provisions of this Agreement. To the extent there is a conflict between the provisions of Section 4(b)(B) of the 2013 Agreement and the

provisions of this Agreement, the Parties agree that the provisions of this Agreement shall govern and control.

Section 2: *Sidewalks*

A. The scope of the King Road Project shall include the installation of, at a minimum, 6-foot wide concrete sidewalk running parallel to the north and south side of the King Road Project designed, engineered, and constructed to Frisco Engineering Standards. The sidewalks shall connect to existing sidewalks at the intersection of King Road and Witt Road. The sidewalk shall be included in the cost and scope of the King Road Project.

Section 3: *Funding for King Road Project*

A. Pursuant to the terms of that certain Interlocal Cooperation Agreement between Denton County, Texas, and the Town of Little Elm, Texas, as amended by that certain Amendment No. 1 to Interlocal Cooperation Agreement between Denton County, Texas, and the Town of Little Elm, Texas, dated on or about September 16, 2025 ("Denton County Agreement"), Little Elm will receive funding from Denton County in an estimated amount not to exceed SIX MILLION AND NO/100 DOLLARS ($6,000,000.00) (the "Denton County Contribution"), intended by Denton County and Little Elm to be used solely to fund the costs of the King Road Project, including costs that are incurred by and the responsibility of Frisco under this Agreement. Little Elm shall provide to Frisco a copy of the fully executed Denton County Agreement on the Effective Date (hereinafter defined) of this Agreement and shall immediately deliver to Frisco any and all amendments or modifications to the Denton County Agreement. Little Elm shall promptly take all actions necessary to apply the Denton County Contribution, regardless of the final amount of the Denton County Contribution, to pay the costs of the King Road Project in accordance with this Agreement. Notwithstanding any statement to the contrary in this Agreement, neither Frisco nor Little Elm shall have any obligations whatsoever under this Agreement, including any obligations with respect to the design or construction of the King Road Project, in the event that the Denton County Contribution, or any portion thereof, is not received by Little Elm.

B. Frisco shall contribute an amount equal to FIVE HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED SIXTY-SIX AND NO/100 DOLLARS ($537,966.00) plus one-half (1/2) of the product of the actual costs of the King Road Project minus the amount of the Denton County Contribution ("Frisco's Total Contribution"), as reflected in Exhibit C, attached hereto and incorporated herein. No portion of Frisco's Total Contribution shall be due or payable by Frisco until the total amount of the Denton County Contribution has been used to pay the actual costs of the King Road Project.

C. In addition to the Denton County Contribution, Little Elm shall contribute an amount equal to ONE MILLION SIX HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED NINETY-SEVEN AND NO/100 DOLLARS ($1,613,897.00) plus one-half (1/2) of the product of the actual costs of the King Road Project minus the amount of the Denton County Contribution ("Little Elm's Total Contribution") as reflected in Exhibit C, attached hereto and incorporated herein. No portion of Little Elm's Total Contribution shall be due or payable by Little Elm until the total amount of the Denton County Contribution has been used to pay the actual costs of the King Road Project. Notwithstanding any statement to the contrary in this Agreement, Frisco shall have no obligations of any kind under this Agreement, including any obligations with respect to the design or construction of the King Road Project, in the event that Little Elm's Total Contribution, or any portion thereof, is not received by Frisco as required under this Agreement.

D. As Frisco proceeds with the construction of the King Road Project, Frisco shall periodically submit invoices to Little Elm for reimbursement of the construction and testing costs incurred by Frisco. The invoices shall be submitted on a monthly basis and Little Elm shall reimburse Frisco on a pro rata basis (the balance of each invoice after applying the Denton County Contribution and Frisco's Total Contribution), for all approved expenses related to the King Road Project as provided in this Agreement, provided that all expenditures are made in a manner which are consistent with the terms of this Agreement.

E. Little Elm shall provide Frisco with copies of reimbursement invoices sent to Denton County and proof of receipt of payment on a monthly basis.

Section 4: ***Maintenance of King Road***

A. The contractor shall be responsible for maintaining the portion of King Road within the King Road Project limits through the construction of the project. Following Final Acceptance of the King Road Project, Little Elm and Frisco shall be responsible for jointly maintaining King Road within the limits of the King Road Project, as shown on the maintenance responsibility map attached hereto as Exhibit B. Little Elm shall maintain King Road from the intersection of King Road and Witt Road to the west to property line separating Villages of Creekwood and the Washington Tract. Frisco shall maintain King Road from the property line separating Villages of Creekwood and the Washington Tract to the City of Frisco city limits along the westside of the Frisco Lakes by Del Webb.

B. Frisco shall maintain any street lighting and/or enhanced landscaping added to the design scope of the King Road Project as described in Section 1.D. of this Agreement.

Section 5: *Miscellaneous Provisions*

A. **Termination**. This Agreement may be terminated on the occurrence of either of the following, but only so long as neither Party has awarded a contract for the construction of the King Road Project:

1. Either Party may terminate the Agreement by providing the other Party written notice of termination at least thirty (30) days prior to the anticipated date of termination; or

2. Mutual agreement of termination of the Agreement, executed in writing by both Parties, without the requisite thirty (30) days prior written notice.

In the event of a termination, a Party performing services hereunder shall be compensated on a pro-rata basis for all services performed to the termination date. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

B. **Availability of Funds**. The Parties agree that the Party paying for the performance of governmental functions or services under this Agreement shall make those payments only from current revenues legally available to the paying Party. The Parties further agree that funds for the King Road Project are not presently budgeted for Parties' respective performance under this Agreement beyond the end of each Party's 2024-2025 fiscal year. If funds for a Party's performance under this Agreement are not budgeted to continue beyond the 2024-2025 fiscal year, then that Party will give the other Party sixty (60) days' written notice thereof. The Parties shall have no liability for payment of any money for the project after the end of their 2024-2025 fiscal years unless and until such funds are budgeted.

C. **Agreement**. Little Elm and Frisco shall take all necessary and appropriate actions to effectuate the terms of this Agreement. Nothing in this Agreement creates, or shall be deemed or construed to create: (1) a partnership or joint venture, (2) the relationship of employee-employer or principal-agent, or (3) any liability for one Party with respect to liabilities, obligations, or acts of the other or its employees or contractors, and neither Party nor its employees or contractors will represent that any of them is employed by or has authority to bind the other Party.

D. **Notice**. Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and may be given or served by depositing the same in the United States mail postpaid and registered or certified to the Party to be notified, with return receipt requested, or by delivering the same to an officer of

such Party, or by prepaid telegram when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Little Elm:

Town of Little Elm
Attention: Matt Mueller, Town Manager
100 West Eldorado Parkway
Little Elm, Texas 75068
Telephone: (214) 975-0405

With copy to:

Brown & Hofmeister, L.L.P.
Attention: Robert F. Brown
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Telephone: (214) 747-6130

If to Frisco:

City of Frisco
Attention: Wesley S. Pierson, City Manager
6101 Frisco Square Boulevard, 5th Floor
Frisco, Texas 75034
Telephone: (972) 292-5105

With copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000

E. **Incorporation of Recitals.** The recitals set forth above are integral components of this Agreement and will be referred to in interpreting the Parties' intentions, rights, and obligations hereunder.

F. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

G. **Waiver.** Waiver by either Party of any breach of this Agreement, or the failure of either Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

H. **Governmental Immunity**. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

I. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

J. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas.

K. **Assignment**. Neither Party may assign either its rights or its obligations, in whole or in part, under this Agreement without the written consent of the other Party. Any permitted assignment shall not be effective until the assignee shall have assumed all obligations of the assignor under this Agreement.

L. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

M. **Entire Agreement**. This Agreement embodies the entire agreement between the Parties and may only be modified in a writing executed by all Parties.

N. **Termination for Convenience**. Either party is entitled to terminate this Agreement for any reason or no reason provided that such termination is effective before the date the construction contract is awarded on the King Road Project. The

party seeking to terminate under this section shall exercise its option to terminate by sending written notice to the other party.

O. **Force and Effect**. This Agreement shall be effective upon execution by all Parties, and shall continue in full force and effect unless modified in writing by mutual agreement by all Parties. This Agreement may be executed in two or more counterparts, and each counterpart shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. A digital version of any signature hereto shall be deemed an original for all purposes. Each Party represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder.

P. **Original Agreement**. This Amended Agreement amends and restates the Original Agreement. On the execution of this Amended Agreement by all parties, the provisions of the Original Agreement shall be void and of no further force or effect, and this Amended Agreement shall supersede the same.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: MATT MUELLER
Title: Town Manager

ATTEST:

_____
Name: CAITLAN BIGGS
Title: Town Secretary

APPROVED AS TO FORM:

_____
Name: ROBERT F. BROWN
Title: Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the __ day of _____, 2025, by the Town Manager of the Town of Little Elm, Texas, on behalf of said Town.

_____
Notary Public, State of Texas

CITY OF FRISCO, TEXAS

By: _____
Name: WESLEY S. PIERSON
Title: City Manager

ATTEST:

_____
Name: KRISTI MORROW
Title: City Secretary

APPROVED AS TO FORM:

_____
Name: Abernathy, Roeder, Boyd & Hullett, P.C.
Title: Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2025, by the City Manager of the City of Frisco, Texas on behalf of said City.

_____
Notary Public, State of Texas

Exhibit A
Depiction of King Road Project

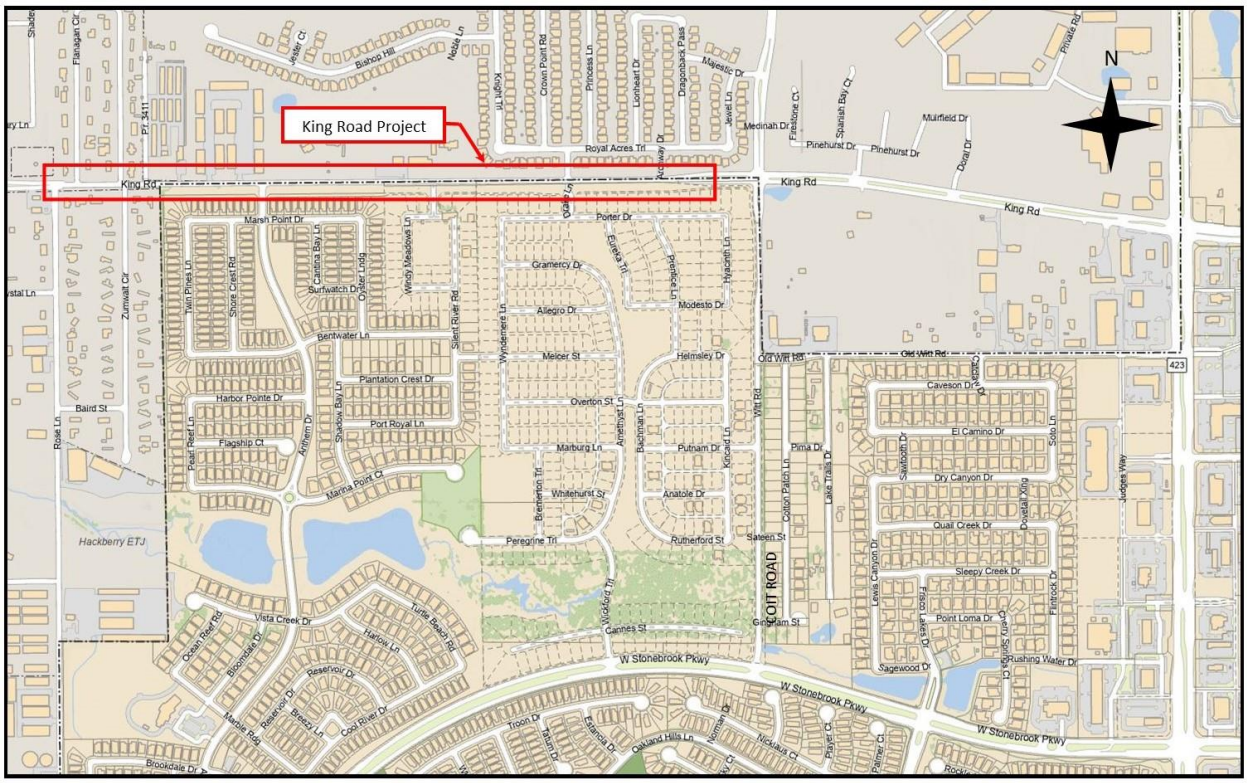


Exhibit B
Maintenance Responsibility

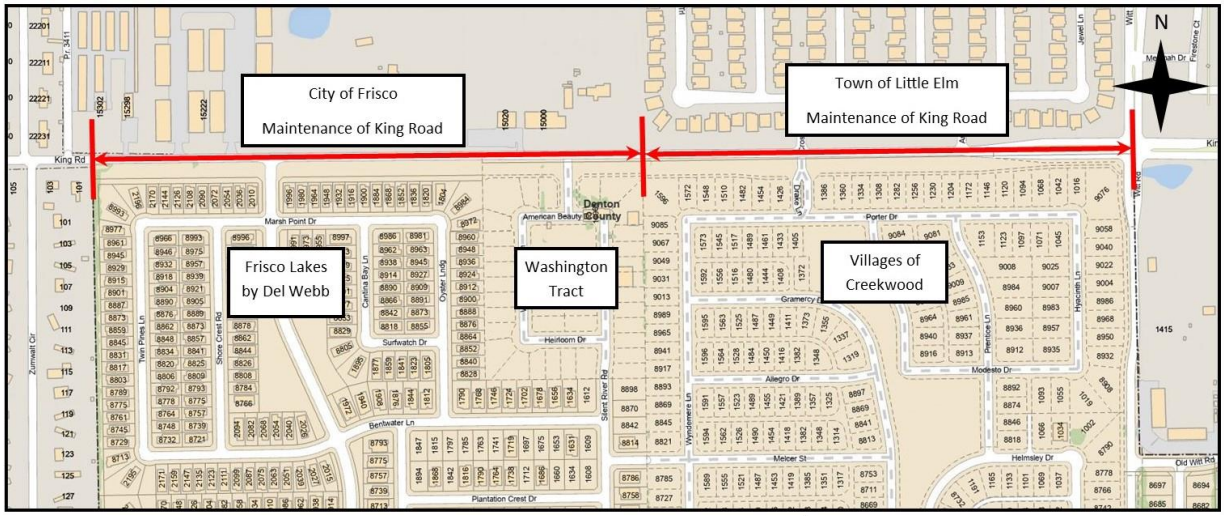


Exhibit C
Cost Estimate

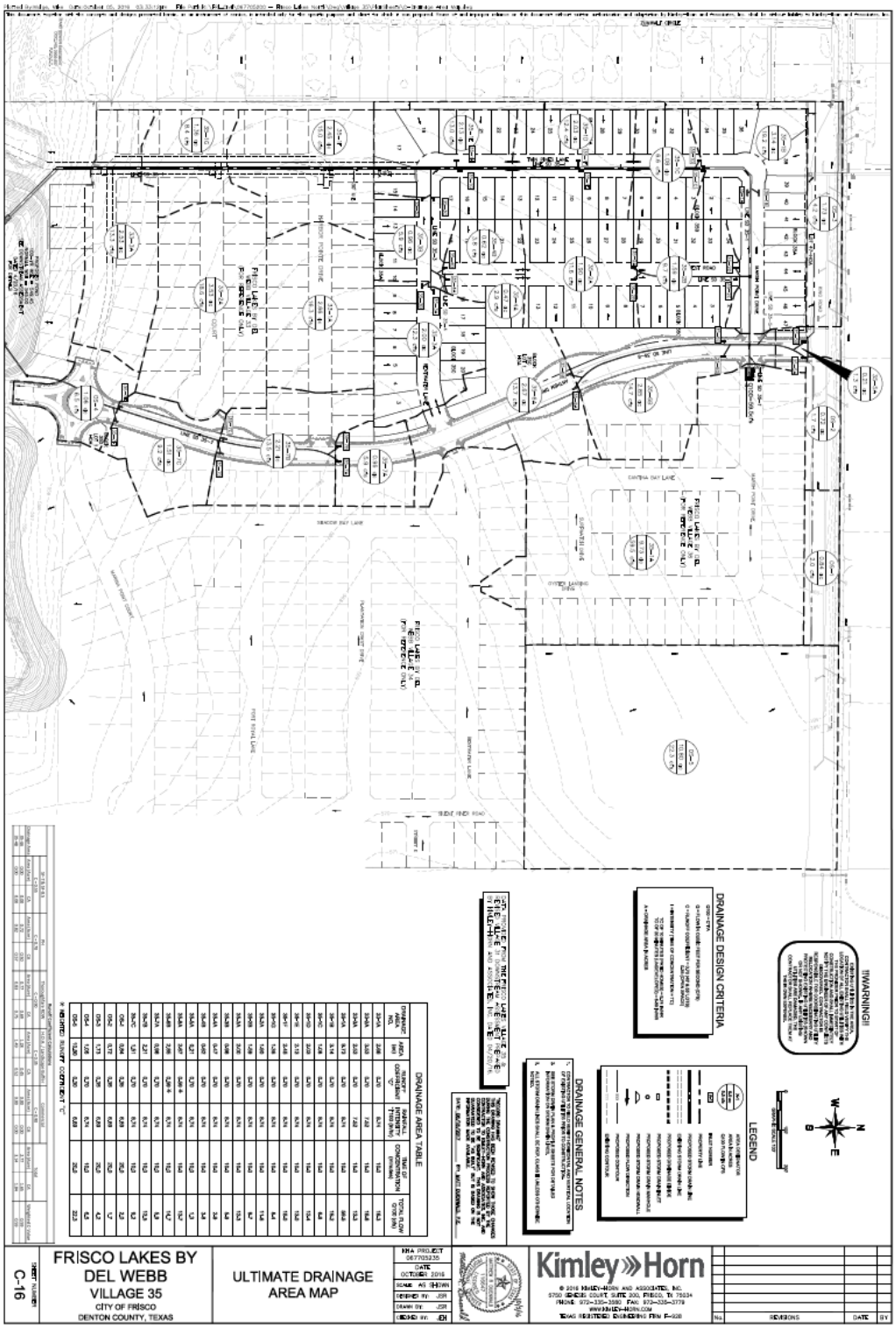
King Road Reconstruction				
Summary of Design and Construction Cost Share Estimate - Original Estimate				
Total (Includes Estimated Construction Costs, Engineering, Testing, and Right-of-Way & Drainage Easements)	Total Estimated Costs	Denton County Contribution	Town of Little Elm Contribution	City of Frisco Contribution
	$6,651,862	$4,500,000	$1,613,897	$537,966

King Road Reconstruction	
Summary of Increased Construction Cost	
Total Bid	$11,583,385.55
Construction Contingency	$665,000.55
Material Testing	$174,900.00
Landscape and Lighting Costs (Frisco Only Expense)	$1,095,393.10
Original Estimate	$6,651,862.00
Cost Increase from Original Estimate	$4,676,031

King Road Reconstruction				
Summary of Design and Construction Cost Share Estimate - Revised Estimate				
Total (Includes Estimated Construction Costs, Construction Contingency, Engineering, Testing, and Right-of-Way & Drainage Easements)	Total Estimated Costs - Excluding Landscaping and Lighting	Denton County Contribution	Town of Little Elm Contribution	City of Frisco Contribution
	$11,327,893	$6,000,000	$2,998,582*	$2,329,311*

* $203,330 subtracted from Little Elm's contribution and added to Frisco's contribution. So far, Little Elm has paid for the entirety of the design fee. This $203,330 that Frisco owes Little Elm in design costs will be applied to construction costs.

Exhibit D
Drainage Area Map



TOWN OF LITTLE ELM AND CITY OF FRISCO
INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("Agreement") is entered into between the TOWN OF LITTLE ELM, TEXAS, a home-rule municipality ("Little Elm"), and the CITY OF FRISCO, TEXAS, a home-rule municipality ("Frisco"). Little Elm and Frisco are sometimes referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, Little Elm and Frisco have the authority to contract with each other in accordance with the terms of this Agreement pursuant to the provisions of the Interlocal Cooperation Act (the "Act"), Chapter 791, Texas Government Code, which authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Parties have determined that certain road improvements are needed to a portion of King Road that is located approximately 280 feet west of Witt Road to Rose Lane, located in the Town of Little Elm, City of Frisco, City of Hackberry, and Denton County ("King Road"), as shown on the project map attached hereto as Exhibit A and incorporated herein, consisting of a four lane divided roadway from approximately 280 feet west of Witt Road to Anthem Drive and a three lane roadway from Anthem Drive to Rose Lane and all necessary appurtenances related thereto (collectively, the "King Road Project"); and

WHEREAS, the Parties have determined that the agreements, pledges and obligations created by this Agreement are in the best interests of the Parties and that the implementation of the terms of this Agreement will promote the efficient and effective provision of governmental services; and

WHEREAS, the functions and services contemplated to be performed by the Parties under this Agreement are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services that each of the Parties hereto has independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, each Party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

Section 1: *Construction of King Road*

A. Little Elm, using the funding sources described in Section 3 of this Agreement, shall be responsible for the design and engineering of the King Road Project using the design criteria set forth in Subsection B and for acquisition of all right-of-way and easements located within Little Elm that are needed for the King Road Project. All design and engineering plans for the King Road Project and any amendments or modifications thereto must be reviewed by and receive written approval from Frisco. In the event that Frisco requests changes to the design standards or criteria set forth in Subsection B, then Frisco shall be responsible for the reasonable and necessary costs directly related to such Frisco-requested changes if approved in writing by Little Elm. It is understood that Little Elm does not control all events needed for the construction of King Road (*i.e.*, right-of-way acquisition within Frisco, utility relocation, development plan approval and other regulatory matters). Nevertheless, Little Elm will take all reasonable and necessary actions within the scope of its responsibility under this Agreement to ensure that the design on the King Road Project shall commence within thirty (30) days after the Effective Date (hereinafter defined) of this Agreement. Little Elm shall ensure compliance with all applicable federal and state laws pertaining to the design and engineering of the King Road Project, including the procurement of such services.

B. The engineering design of the King Road Project shall include the following requirements and criteria:

1. The King Road Project shall be designed, engineered, and constructed to Frisco Engineering Standards.

2. From approximately 280 feet west of the intersection of King Road and Witt Road to the intersection of King Road and Anthem Drive, the King Road Project will be designed and constructed to be a four-lane divided roadway. From the intersection of King Road and Anthem Drive to the intersection of King Road and Rose Lane, the King Road Project will be designed and constructed to be a three-lane roadway. The four-lane divided section shall include left turn lanes at the intersections of Anthem Drive, future Rambling Rose Drive at the Washington Tract, and future Drake Lane at the Villages of Creekwood Tract, and a right turn lane at the intersection of future Drake Lane at the Villages of Creekwood Tract. The three-lane section shall include a two-way, continuous center left turn lane.

3. The design and engineering of the King Road Project shall provide for drainage structures and facilities sized to accept drainage from the City of Frisco properties located on the south side of King Road to allow surface water to drain to Cottonwood Branch on the north side of King Road. Such drainage structures and facilities shall not require additional approval by Little Elm. This

includes the drainage areas from Frisco Lakes by Del Webb, the Washington Tract (The Rose Place), and Villages of Creekwood as depicted in Exhibit D drainage area maps.

C. Frisco, using the funding sources described in Section 3 of this Agreement, shall be responsible for the procurement, construction, inspection and final acceptance of the King Road Project and for acquisition of all right-of-way and easements located within Frisco that are needed for the King Road Project. In the event that Little Elm requests changes to the design standards or criteria set forth in Subsection B or any element of the construction of the King Road Project, then Little Elm shall be responsible for the reasonable and necessary costs directly related to such Little Elm-requested changes, if approved in writing by Frisco. It is understood that Frisco does not control all events needed for the construction of King Road (*i.e.*, right-of-way acquisition within Little Elm, utility relocation, development plan approval and other regulatory matters). Nevertheless, Frisco will take all reasonable and necessary actions within the scope of its responsibility under this Agreement to ensure that the construction on the King Road Project shall commence within one hundred and eighty (180) days after design completion and acquisition of all necessary right-of-way and easements located in both Frisco and Little Elm, subject to events of force majuere. Frisco shall ensure compliance with all applicable federal and state laws pertaining to the construction of the King Road Project, including the procurement of such services.

D. Frisco shall have sole discretion to add street lighting and/or enhanced landscaping to the design scope of the King Road Project in accordance with standards established by Frisco, if Frisco so desires, provided that Frisco is responsible for all of the incremental cost increases directly resulting from the same as well as the reasonable and necessary costs to maintain the same. Maintenance responsibility described in Section 4 of this Agreement.

E. The Parties agree that the obligations set forth in Section 4(b)(B) of that certain Impact Fee and Development Agreement among CTMGT Frisco 122, LLC, Little Elm and Frisco dated May 24, 2013, and filed under Instrument No. 2013-63214 in the Real Property Records of Denton County, Texas (the "2013 Agreement"), are hereby superseded by the provisions of this Agreement. To the extent there is a conflict between the provisions of Section 4(b)(B) of the 2013 Agreement and the provisions of this Agreement, the Parties agree that the provisions of this Agreement shall govern and control.

Section 2: *Sidewalks*

A. The scope of the King Road Project shall include the installation of, at a minimum, 6-foot wide concrete sidewalk running parallel to the north and south side of the King Road Project designed, engineered, and constructed to Frisco Engineering

Standards. The sidewalks shall connect to existing sidewalks at the intersection of King Road and Witt Road. The sidewalk shall be included in the cost and scope of the King Road Project.

Section 3: ***Funding for King Road Project***

A. Pursuant to the terms of that certain Interlocal Cooperation Agreement between Denton County, Texas, and the Town of Little Elm, Texas, dated September 21, 2021 ("Denton County Agreement"), Little Elm will receive funding from Denton County in an estimated amount not to exceed FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($4,500,000.00) (the "Denton County Contribution"), intended by Denton County and Little Elm to be used solely to fund the costs of the King Road Project, including costs that are incurred by and the responsibility of Frisco under this Agreement. Little Elm shall provide to Frisco a copy of the fully executed Denton County Agreement on the Effective Date (hereinafter defined) of this Agreement and shall immediately deliver to Frisco any and all amendments or modifications to the Denton County Agreement. Little Elm shall promptly take all actions necessary to apply the Denton County Contribution, regardless of the final amount of the Denton County Contribution, to pay the costs of the King Road Project in accordance with this Agreement. Notwithstanding any statement to the contrary in this Agreement, neither Frisco nor Little Elm shall have any obligations whatsoever under this Agreement, including any obligations with respect to the design or construction of the King Road Project, in the event that the Denton County Contribution, or any portion thereof, is not received by Little Elm.

B. Frisco shall contribute an amount equal to one-quarter (1/4) of the product of the actual costs of the King Road Project minus the amount of the Denton County Contribution ("Frisco's Total Contribution"), as reflected in Exhibit C, attached hereto and incorporated herein. No portion of Frisco's Total Contribution shall be due or payable by Frisco until the total amount of the Denton County Contribution has been used to pay the actual costs of the King Road Project.

C. In addition to the Denton County Contribution, Little Elm shall contribute an amount equal to three-quarters (3/4) of the product of the actual costs of the King Road Project minus the amount of the Denton County Contribution ("Little Elm's Total Contribution") as reflected in Exhibit C, attached hereto and incorporated herein. No portion of Little Elm's Total Contribution shall be due or payable by Little Elm until the total amount of the Denton County Contribution has been used to pay the actual costs of the King Road Project. Notwithstanding any statement to the contrary in this Agreement, Frisco shall have no obligations of any kind under this Agreement, including any obligations with respect to the design or construction of the King Road Project, in the event that Little Elm's Total Contribution, or any portion thereof, is not received by Frisco as required under

this Agreement.

D. As Frisco proceeds with the construction of the King Road Project, Frisco shall periodically submit invoices to Little Elm for reimbursement of the construction and testing costs incurred by Frisco. The invoices shall be submitted on a monthly basis and Little Elm shall reimburse Frisco on a pro rata basis (the balance of each invoice after applying the Denton County Contribution and Frisco's Total Contribution), for all approved expenses related to the King Road Project as provided in this Agreement, provided that all expenditures are made in a manner which are consistent with the terms of this Agreement.

E. Little Elm shall provide Frisco with copies of reimbursement invoices sent to Denton County and proof of receipt of payment on a monthly basis.

Section 4: ***Maintenance of King Road***

A. The contractor shall be responsible for maintaining the portion of King Road within the King Road Project limits through the construction of the project. Following Final Acceptance of the King Road Project, Little Elm and Frisco shall be responsible for jointly maintaining King Road within the limits of the King Road Project, as shown on the maintenance responisibilty map attached hereto as Exhibit B. Little Elm shall maintain King Road from the intersection of King Road and Witt Road to the west to property line separating Villages of Creekwood and the Washington Tract. Frisco shall maintain King Road from the property line separating Villages of Creekwood and the Washington Tract to the City of Frisco city limits along the westside of the Frisco Lakes by Del Webb.

B. Frisco shall maintain any street lighting and/or enhanced landscaping added to the design scope of the King Road Project as described in Section 1.D. of this Agreement.

Section 5: *Miscellaneous Provisions*

A. **Termination**. This Agreement may be terminated on the occurrence of either of the following, but only so long as neither Party has awarded a contract for the construction of the King Road Project:

1. Either Party may terminate the Agreement by providing the other Party written notice of termination at least thirty (30) days prior to the anticipated date of termination; or

2. Mutual agreement of termination of the Agreement, executed in writing by both Parties, without the requisite thirty (30) days prior written notice.

In the event of a termination, a Party performing services hereunder shall be compensated on a pro-rata basis for all services performed to the termination date. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

B. **Availability of Funds**. The Parties agree that the Party paying for the performance of governmental functions or services under this Agreement shall make those payments only from current revenues legally available to the paying Party. The Parties further agree that funds for the King Road Project are not presently budgeted for Parties' respective performance under this Agreement beyond the end of each Party's 2021-2022 fiscal year. If funds for a Party's performance under this Agreement are not budgeted to continue beyond the 2021-2022 fiscal year, then that Party will give the other Party sixty (60) days' written notice thereof. The Parties shall have no liability for payment of any money for the project after the end of their 2021-2022 fiscal years unless and until such funds are budgeted.

C. **Agreement**. Little Elm and Frisco shall take all necessary and appropriate actions to effectuate the terms of this Agreement. Nothing in this Agreement creates, or shall be deemed or construed to create: (1) a partnership or joint venture, (2) the relationship of employee-employer or principal-agent, or (3) any liability for one Party with respect to liabilities, obligations, or acts of the other or its employees or contractors, and neither Party nor its employees or contractors will represent that any of them is employed by or has authority to bind the other Party.

D. **Notice**. Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and may be given or served by depositing the same in the United States mail postpaid and registered or certified to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telegram when appropriate, addressed to the Party to be

notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Little Elm:

Town of Little Elm
Attention: Matt Mueller, Town Manager
100 West Eldorado Parkway
Little Elm, Texas 75068
Telephone: (214) 975-0405

With copy to:

Brown & Hofmeister, L.L.P.
Attention: Robert F. Brown
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Telephone: (214) 747-6130

If to Frisco:

City of Frisco
Attention: George Purefoy, City Manager
6101 Frisco Square Boulevard, 5th Floor
Frisco, Texas 75034
Telephone: (972) 292-5105

With copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000

E. **Incorporation of Recitals.** The recitals set forth above are integral components of this Agreement and will be referred to in interpreting the Parties' intentions, rights, and obligations hereunder.

F. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to

create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

G. **Waiver.** Waiver by either Party of any breach of this Agreement, or the failure of either Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

H. **Governmental Immunity**. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

I. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

J. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas.

K. **Assignment**. Neither Party may assign either its rights or its obligations, in whole or in part, under this Agreement without the written consent of the other Party. Any permitted assignment shall not be effective until the assignee shall have assumed all obligations of the assignor under this Agreement.

L. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

M. **Entire Agreement**. This Agreement embodies the entire agreement between the Parties and may only be modified in a writing executed by all Parties.

N. **Termination for Convenience**. Either party is entitled to terminate this Agreement for any reason or no reason provided that such terminaton is effective before the date the construction contract is awared on the King Road Project. The

party seeking to terminate under this section shall exercise its option to terminate by sending written notice to the other party.

O. **Force and Effect**. This Agreement shall be effective upon execution by all Parties, and shall continue in full force and effect unless modified in writing by mutual agreement by all Parties. This Agreement may be executed in two or more counterparts, and each counterpart shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. A digital version of any signature hereto shall be deemed an original for all purposes. Each Party represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

TOWN OF LITTLE ELM, TEXAS

By: _____
Name: Matt Mueller
Title: Town Manager

ATTEST:

_____
Name: Caitlan Biggs
Title: Town Secretary

APPROVED AS TO FORM:

_____
Name: Robert F. Brown
Title: Town Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the 21 day of June, 2022, by the Town Manager of the Town of Little Elm, Texas, on behalf of said Town.

KATHERYN GRAHAM
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133029596

_____
Notary Public, State of Texas

CITY OF FRISCO, TEXAS

By: _____
Name: GEORGE PUREFOY
Title: City Manager

ATTEST:

_____
Name: KRISTI MORROW
Title: City Secretary

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 21st day of June, 2022, by the City Manager of the City of Frisco, Texas on behalf of said City.

SHARON L. PERRY
NOTARY PUBLIC
ID# 128215849
State of Texas
Comm. Exp. 03-22-2026

_____
Notary Public, State of Texas

Exhibit A
Depiction of King Road Project

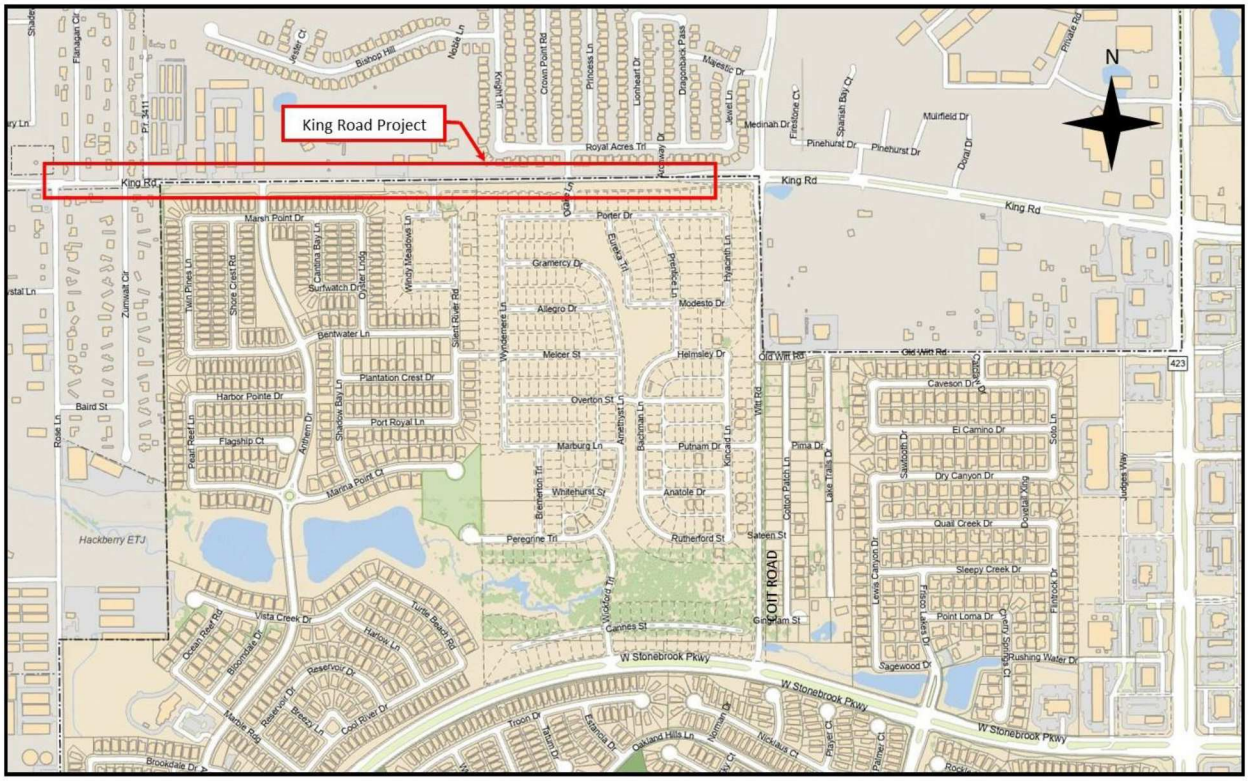


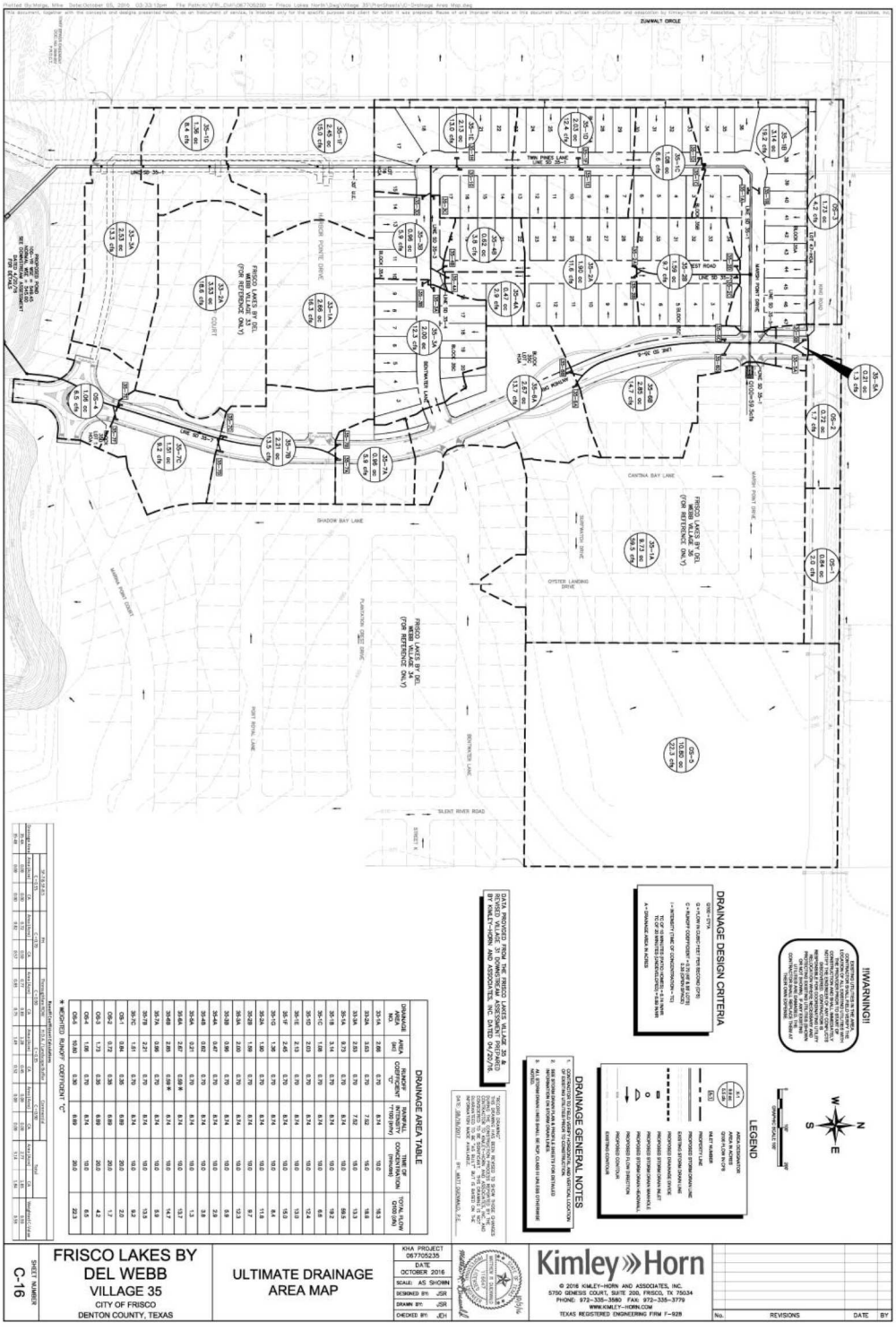
Exhibit B
Maintenance Responsibility

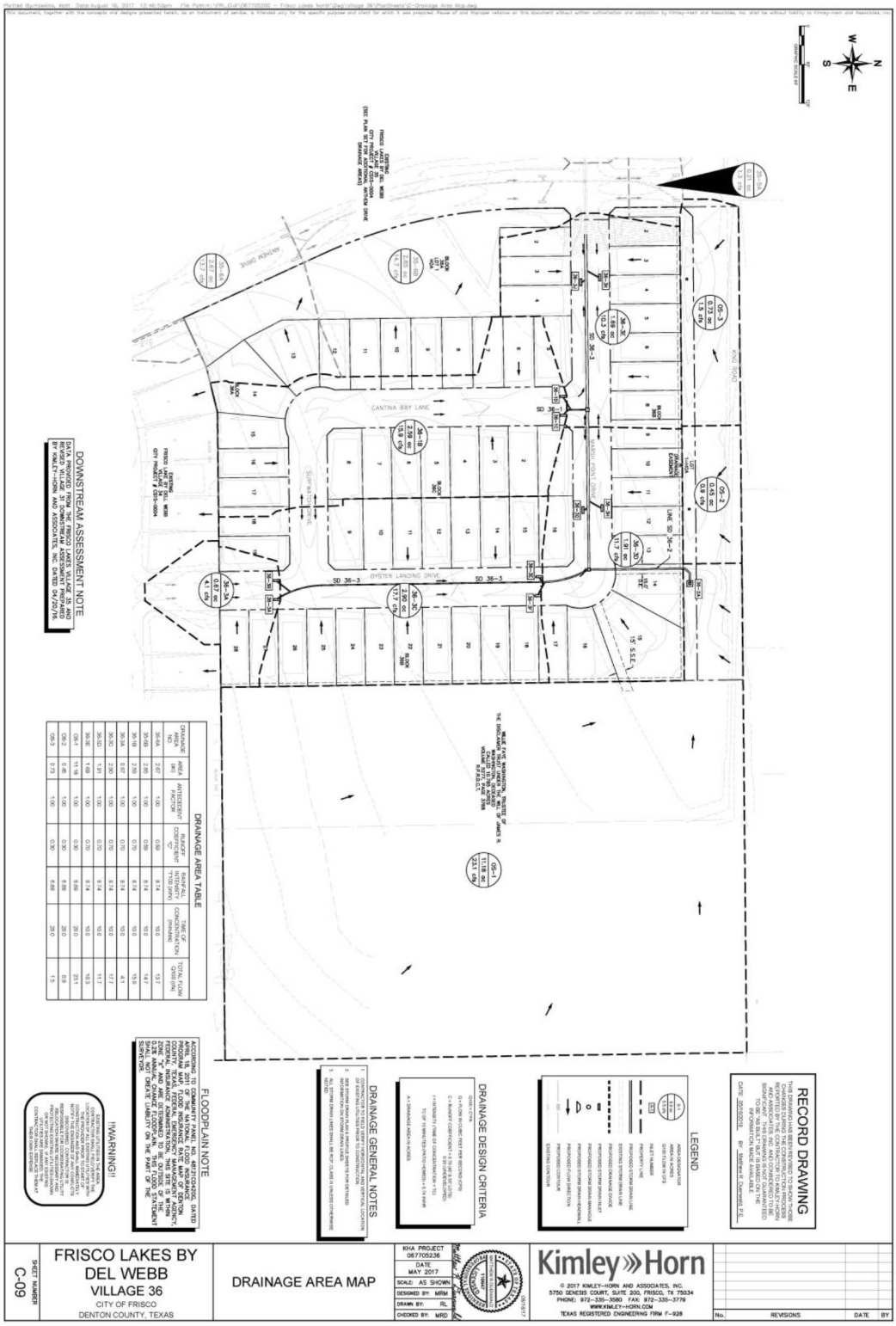


Exhibit C
Cost Estimate

King Road Reconstruction				
Summary of Design and Construction Cost Share Estimate				
	Total Estimated Costs	Denton County Contribution	Town of Little Elm Contribution	City of Frisco Contribution
Total (includes Estimated Construction Costs, Engineering, Testing, and Right-of-way & Drainage Easements)	$ 6,651,862	$ 4,500,000	$ 1,613,897	$ 537,966

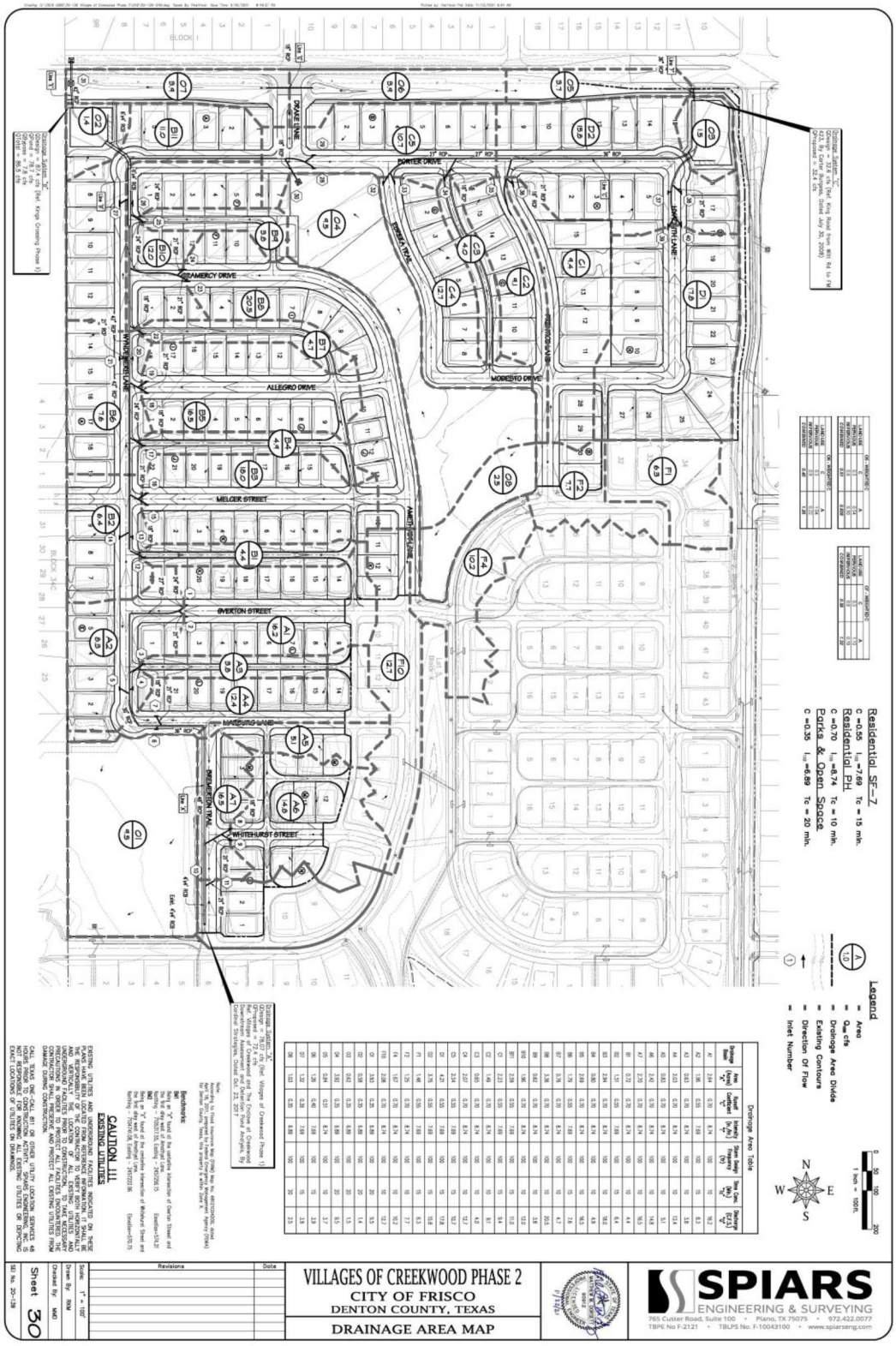
Exhibit D
Drainage Area Map





Interlocal Agreement – King Road Project **Page 16 of 18**
3501598

FRISCO LAKES BY DEL WEBB VILLAGES 56
OYSTER LANDING DRIVE
DEAN HANSEN AND WIFE EDITH V. HANSEN
B H VENTURES LLC
TERRY-CLAREDAY ADDITION
KING ROAD
WINDY MEADOWS LANE
HEIRLOOM PATH
AMERICAN BEAUTY DRIVE
RAMBLING ROSE LANE
SILENT RIVER ROAD
BENTWATER LANE
FRISCO LAKES BY DEL WEBB VILLAGES 54
CITADEL FRISCO 122 LLC
KINGS CROSSING PHASE 2
Note: Refer To FPPS-0024 For Detailed Drainage Plan
Project Site
LOCATION MAP
Legend
Area
Q100
Drainage Area Divide
Existing Contours
Direction Of Flow
Proposed Storm Sewer
Subdivision
C = 0.70 Inc = 8.74 in/hr For Tc = 10 min.
Open Space/Common Area
C = 0.30 Inc = 6.86 in/hr For Tc = 20 min.
Notes
According to Flood Insurance Rater Map (FIRM) Map No. 48121C0410G, Dated January 19, 2021, Published By Federal Emergency Management Agency (FEMA) for Denton County, Texas, this property is within Zone X.
Drainage Area Table
Drainage Area
Area (Acres) A
Runoff Coefficient C
Intensity (In/Hr) I
Time Conc. (Tc) Min
Discharge (Q=CIA) Cfs
Typical 31' BC Pavement Section
City Project No. (PP21-XXXX)
PRELIMINARY DRAINAGE PLAN
THE ROSE PLACE
33 RESIDENTIAL LOTS, 4 HOA LOTS
10.784 ACRES OUT OF THE
JOSHUA ZUMWALT SURVEY - ABSTRACT NO. 1453
IN THE CITY OF FRISCO
DENTON COUNTY, TEXAS
OWNER / APPLICANT
ENGINEER / SURVEYOR
September 2021


VILLAGES OF CREEKWOOD PHASE 2
CITY OF FRISCO
DENTON COUNTY, TEXAS
DRAINAGE AREA MAP
SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com
Residential SF-7
C =0.55 I10 =7.69 Tc = 15 min.
Residential PH
C =0.70 I10 =8.74 Tc = 10 min.
Parks & Open Space
C =0.35 I10 =6.89 Tc = 20 min.
Legend
= Area
= Q10 cfs
= Drainage Area Divide
= Existing Contours
= Direction Of Flow
= Inlet Number
Drainage Area Table
Sheet 30
Drawn By: RKH
Checked By: MKG
Scale: 1" = 100'
Revisions
Date
CAUTION !!!
EXISTING UTILITIES
Benchmarks
Drainage Sheet "A"
Drainage Sheet "B"
Drainage Sheet "C"
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Drainage Sheet "G"
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Date:	10/21/2025
Agenda Item #:	5. K.
Department:	Administrative Services
Strategic Goal:	Maintain operational integrity and viability
Staff Contact:	Doug Peach, Deputy Town Manager

AGENDA ITEM:

Consider Action to Approve **Resolution No. 1021202503 Recommending Appointing of Voting Director of Highway 380 Municipal Management District No. 1, Commonly Known as Union Park.**

DESCRIPTION:

At its August 15, 2023, regular Town Council meeting, the Town Council appointed Hannah Wallace, a resident of the Highway 380 Municipal Management District No. 1, commonly known as Union Park, to the Board of Directors. Hannah Wallace has resigned from her position. The attached resolution recommends the appointment of Danny Walker to this position.

BUDGET IMPACT:

There is no budget impact for this item.

RECOMMENDED ACTION:

Staff recommends approval.

Attachments

Resolution No. 1021202503

RESOLUTION NO. 1021202503

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS RECOMMENDING APPOINTMENT OF VOTING DIRECTOR OF HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT NO. 1, A CONSERVATION AND RECLAMATION DISTRICT LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF LITTLE ELM, TEXAS

WHEREAS, Highway 380 Municipal Management District No. 1 (the "District") was heretofore duly created pursuant to Senate Bill 1878, 83rd Texas Legislature, Regular Session, codified at Chapter 3920, Texas Special District Local Laws Code, effective June 14, 2013 (the "Act"), as a conservation and reclamation district created under and essential to accomplish the purposes of Article III, Section 52, and Article XVI, Section 59, Texas Constitution and Chapter 3920, Texas Special District Local Laws Code, and operating pursuant to Chapters 49, Texas Water Code, as amended, and Chapter 375, Texas Administrative Code, as amended; and

WHEREAS, pursuant to Section 375.066, Texas Local Government Code, a vacancy in the office of director of a municipal management district shall be filled by the remaining members of the board for the unexpired term; and

WHEREAS, there is currently is or will be a vacancy on the Board of a Directors of the District (the "Board"); and

WHEREAS, the Town of Little Elm, Texas (the "Town"), hereby recommends Danny Walker to fill the vacancy on the Board; and

WHEREAS, the Town desires that the Board appoint Danny Walker to serve as a director on the Board; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. That the Town Council of the Town hereby specifically gives its written approval of Hannah Wallace as a recommendation to serve as a voting director of the District and requests that the Board appoint Hannah Wallace to fill the vacancy on the Board.

[Execution Page Follows]

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on this 21st day of October, 2025.

Curtis J. Cornelious, Mayor
Town of Little Elm, Texas

ATTEST:

Caitlan Biggs, Town Secretary
Town of Little Elm, Texas

(CITY SEAL)

Date:	10/21/2025
Agenda Item #:	6. A.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Assistant Director/Managing Director of Planning

AGENDA ITEM:

Hold A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1826 Regarding A Request To Amend An Existing Specific Use Permit (SUP) For A Banquet Hall Use, Generally Located At 1000 West Eldorado, Currently Zoned Planned Development (PD) With A Light Commercial (LC) Base, Through Ordinance No. 1538, In Order To Increase The Area To 1,818 Square Feet.**

- **Open Public Hearing:**
- **Receive Public Comments:**
- **Close Public Hearing:**
- **Take Action on Ordinance No. 1826:**

DESCRIPTION:

Location

Located at 1000 West Eldorado Parkway, Little Elm, Texas 75068

Background:

The subject property was annexed into the Town in 1966 through Ordinance 19. The property is currently zoned planned development (PD), with a Light Commercial (LC) base, through Ordinance No. 1538, approved in 2020.

The subject property is approximately 1.86 acres and is bound by the residential and multi-family uses to the south; the post office to the west; other light commercial uses to the east, and Eldorado Parkway to the north with Little Elm Park on the far side.

There is a restaurant and a beauty supply store in the same shopping strip as the proposed banquet hall. The applicant who is also the owner of the property is proposing to operate a banquet hall in suite 500. The applicant also owns and operates the Lotus Banquet Hall on FM 423.

In July of 2025, the applicant went through the zoning process and was approved for a 1,500 square foot banquet hall with no commercial kitchen facilities being proposed and food for events

will be catered from outside restaurants.

During the building permit review, staff determined that the proposed occupancy load would require the addition of another restroom to meet code requirements. In response, the applicant expressed a desire to maintain a lower occupancy load to accommodate smaller, more intimate gatherings, rather than operating at the larger capacity of Lotus Banquet Hall. The applicant has chosen to add 318 square feet to the subject space to accommodate an additional men's and women's restroom. It is important to note that the original Specific Use Permit (SUP) approval was tied specifically to the applicant's initial proposal, which was limited to 1,500 square feet of space.

Proposal:
In early 2024 the Town added a definition for Banquet Hall which is as follows:

> *An establishment which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries, and other similar celebrations. Such use, may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premise consumption, only during the schedules events, and not open to the general public; 3) outdoor gardens or reception facilities.*

Based on the applicant's business description, the proposed use aligns with the Town's definition of a banquet hall and complies with applicable business regulations. The applicant has indicated that this location is intended to operate as a smaller, more casual banquet hall compared to their existing facility. The total suite area has increased from the originally proposed 1,500 square feet to 1,818 square feet. No commercial kitchen facilities are planned; instead, food service for events will be provided through outside catering. In addition, any events serving alcohol will utilize TABC-licensed bartenders to ensure compliance with state requirements. Additionally, the event banquet will operate from 9am to 12:15 am from Monday to Sunday.

The 1,818 square foot proposed event center is designed to accommodate an occupancy load of 80 people. Based on building code requirements, this capacity requires the installation of two toilet fixtures in each restroom, with two toilets provided for men and two for women. In addition, the applicant must ensure full compliance with the Texas Accessibility Standards (TAS), which outline specifications for accessibility features such as restroom layout, fixture heights, door clearances, and other elements to provide equal access for individuals with disabilities.

Engineering, Fire, and Building Departments
The Engineering, Fire, and Building Departments have reviewed the plan and have given general approval for zoning purposes. The applicant will still need to apply for all necessary Engineering, Building, and Fire permits before construction can begin.

Comprehensive Plan
This falls under a commercial use which aligns with the current and future zoning of Light Commercial.

Commission Findings
The Planning and Zoning Commission held a public hearing on October 2, 2025, to discuss the proposed amendment request. The Commission agreed the request to increase the square footage is reasonable and important in order to meet all building code requirements.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommends **Approval** (6-0) with the following conditions:

- Prior to obtaining a Certificate of Occupancy, the floor plans must be revised to include the following clarifications:
  - door number 3 must be a minimum of 32 inches
  - ensure proper turning radius and no interference with the pathway to the door in the men's restroom

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Attachments

Location Map

Ordinance No. 1826 - Lakeside Event Venue Amendment


Lakeside Event Venue
Amendment (SUP-25-003130)
Little Elm, TX 75068
Town of Little Elm
Denton County, Tx
Date: 9/4/2025
Lewis Dr
W Eldorado Pkwy
Lake Pointe Dr
Turtle Cove Dr
Waterview Dr
Bill St
Little Elm
Map data © OpenStreetMap contributors, Microsoft
N
Subject Property
Parcels
Town Limits
200 Foot Buffer
0
100
200
US Feet
Source: Town of Little Elm; NearMap; Denton County Appraisal District
This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.

TOWN OF LITTLE ELM

ORDINANCE NO. 1826

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO AMEND SPECIFIC USE PERMIT ORDINANCE NO. 1811, TO INCREASE THE AREA TO 1,818 SQUARE FEET FOR A BANQUET HALL LOCATED AT 1000 W ELDORADO PARKWAY; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy a banquet hall while it is zoned Planned Development Light Commercial (PD-LC) through Ordinance No. 1538; and

WHEREAS, a request for a Specific Use Permit amendment for a banquet hall has been submitted by Srinivas Chaluvadi, owner of ELDORADO RETAIL LLC, on property generally located at 1000 W Eldorado Parkway; and

WHEREAS, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

WHEREAS, Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested specific use permit amendment described herein; and

WHEREAS, at its regular meeting held on October 2nd, 2025 the Planning & Zoning Commission considered and made recommendations on a request to amend a Specific Use Permit for a Banquet Hall (Case No. SUP-25-003130); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

A. Amend Specific Use Permit Ordinance No. 1811, authorizing an increase in total area to 1,818 square feet, for a Banquet Hall located at 1000 W. Eldorado Parkway, subject to the following conditions:

1) Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the floor plan, attached hereto as Exhibit A and made a part hereof for all purposes.
2) Floor Plans shall be revised as follow prior to obtaining a building permit:
   a) Door number 3 must be a minimum of 32 inches
   b) The type of sink must be clarified in the men's restroom for the proper turning radius and no interference with the pathway to the door

SECTION 3. SAVINGS. This Ordinance (which includes the New Zoning Ordinance) shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 4. PENALTY. Any person, firm, or corporation violating any of the provision of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this Ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall

adjudication affect any other section or provision of the New Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 21st day of October, 2025.

The Town of Little Elm, Texas

_____

Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A

Eldorado Retail LLC

4433 Punjab Way # 301, Frisco, TX 75033; Tel: (469) 252 1261 | E: Sri@Chaluvadi.net

8/29/2025

STATEMENT OF INTENT

TO WHOMSOEVER IT MAY CONCERN

Eldorado Retail LLC (the "Applicant") has applied for SUP to the Town of Little Elm. Applicant's previous application for SUP has been approved by the Town Council. However, during discussions with the Planning Department, it is felt that a 1,500 SF space cannot accommodate the code required men's and women's restrooms. Therefore, the Applicant has chosen to add an additional 318 SF to the subject space. All of the annexed area is proposed to be utilized for building conde compliant restroom facilities.Total area of the subject property including wall thickness would be approximately 1,818 SF.

The Applicant intends to build a Party Hall (Event Venue) in Suite 500 of Eldorado Retail, a commercial shopping center we own on 1000 W Eldorado Pkwy, Little Elm. The Applicant is the owner of the subject property. Applicant is one of the investment entities of "Chaluvadi Companies" owned by Srinivas Chaluvadi (the "Owner").

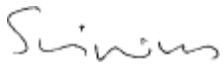
The Owner has experience in the operation of banquet halls. The Owner is successfully operating "Lotus Banquets", a high-end and luxurious event venue with a permissible capacity of 125 guests. Lotus Banquets has become a popular event venue of choice for residents in the towns of Little Elm, Frisco, McKinney, Prosper, Celina, Plano, The Colony and beyond. Please visit Lotus Banquets at www.LotusBanquets.net for detailed information on the facility.

Lotus Banquets receives regular inquiries for small parties with guest count less than 70. Such parties are usually for birthdays, gender reveal functions, graduation parties, and social gatherings. The Owner discovered from their experience that Lotus Banquets with a minimum party rental fee of $1,750 is out of budget for several such small party hosts. The Owner believes that a huge demand exists for small party halls that are priced at or under $1000. Small parties with guest-counts of between 50 and 70 are either too big to be hosted in private residences, or too small to be hosted in the exiting banquet halls. Hence, there is a clear demand for party halls that are designed and priced for small parties with a guest-count of between 50 and 70. The Owner intends to cater to this market segment and hence the request for SUP to operate a party hall in 1000 W Eldorado Pkwy # 500. **Our proposed event hall is designed to accommodate 70 guests**. With the additional space, the facility would offer a very luxurious ambience and unmatched comfort to our guests.

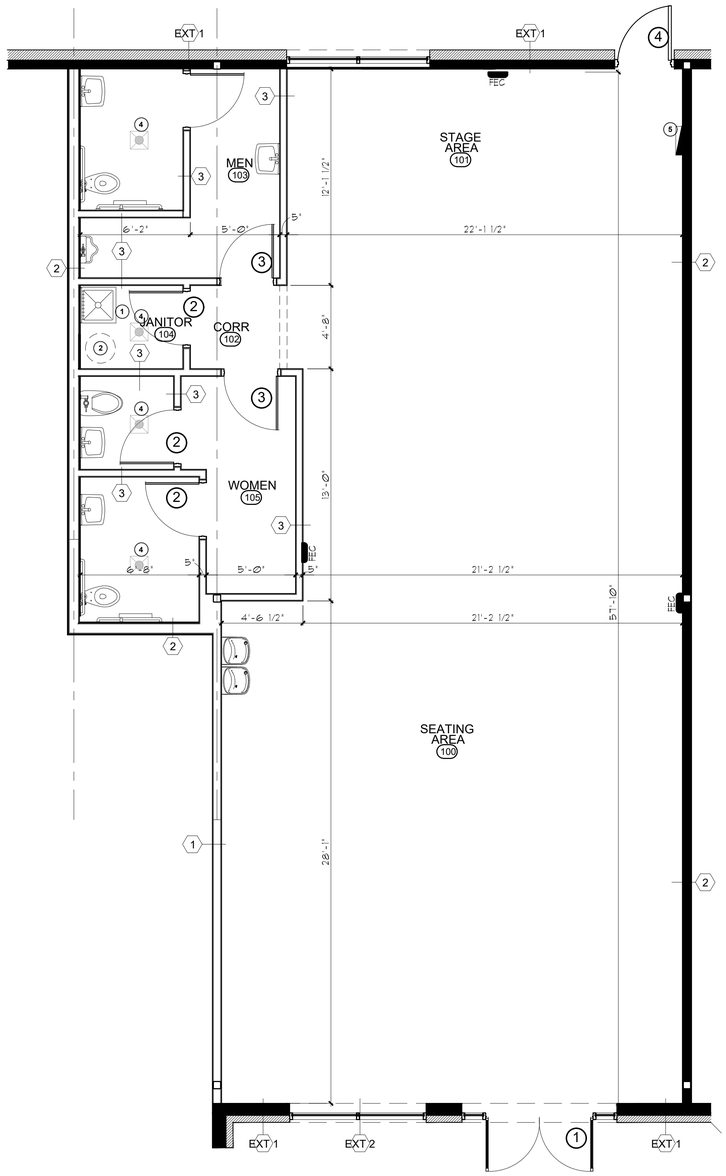
Small parties with guest counts of under 70 (comprising mostly of children and families) will not pose any inconvenience to the residents in the neighborhood. On the contrary, the facility will add to the social infrastructure available in the Town of Little Elm. **Our operating hours will be 9 am to 12:15 am Monday through Sunday**.

I hope the Town of Little Elm agrees with the Owner's judgment on the need for small party halls in the area; recognizes the Owner's business experience and approves their proposal.

Sincerely,



Srinivas (Sri) Chaluvadi
Manager



01 OVERALL FLOOR PLAN

1/4" = 1'-0"

GENERAL NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS IN THE FIELD.
2. ELECTRICAL LIGHTING EQUIPMENT SHOWN FOR LOCATION AND REPRESENTATION PURPOSES ONLY.
3. CONTRACTOR TO COORDINATE THE LOCATIONS OF ALL LIGHTING FIXTURES WITH OWNER AND TENANT.
4. ALL ROOM FINISHES TO BE SELECTED BY OWNER AND TENANT.
5. CONTRACTOR TO COORDINATE LOCATION OF EXISTING TENANT SIGN AND EXTERIOR LIGHT WITH OWNER AND TENANT.

NOTES BY SYMBOL "XXX"

1. 2X4 SUSPENDED ACOUSTICAL CEILING TILE AT HEIGHT INDICATED.
2. NO CEILING, EXPOSED TO EXISTING ROOF DECK.
3. 2X4 VINYL COATED SUSPENDED ACOUSTICAL CEILING TILE AT HEIGHT INDICATED.
4. GYPSUM BOARD CEILING AT HEIGHT INDICATED.

LEGEND

- 2X4 SUSPENDED ACOUSTICAL CEILING
- 2X2 SUSPENDED ACOUSTICAL CEILING
- GYPSUM BOARD CEILING
- 2x4 LIGHT
- 2X2 LIGHT
- FIRE ALARM
- PENDANT LIGHT TYPE 1
- EXIT LIGHT
- PENDANT LIGHT TYPE 2
- LED TV
- TRACK LIGHTING
- FEC

DOOR SCHEDULE

1. EXISTING GLASS AND ALUMINUM DOOR TO REMAIN, WITH EXISTING LOCK, EXIT DEVICE AND CLOSER. SERVICE/REPAIR AS REQUIRED FOR PROPER OPERATION.
2. NEW 3'-0"W X 7'-0"H X 1 3/4" T, SOLID CORE WOOD (PRE FINISHED) DOOR OVER HOLLOW METAL FRAME WITH RESTROOM LOCKSET AND CLOSER.
3. NEW 2'-6"W X 7'-0"H X 1 3/4" T, SOLID CORE WOOD (PRE FINISHED) POCKET DOOR OVER WOOD FRAME WITH STOREROOM LOCKSET.
4. EXISTING METAL DOOR, INSTALL PANIC HARDWARE AND CLOSER. TEST AS REQUIRED FOR PROPER OPERATION.

DOOR SCHEDULE NOTES

1. ALL NEW DOOR HARDWARE MAKE AND FINISH TO BE SELECTED BY OWNER
2. ALL PRE FINISHED DOORS TO BE SELECTED BY OWNER
3. ALL DOOR OPENING FORCES, HARDWARE, THRESHOLDS, CLEAR OPENING WIDTHS AND CLOSERS SHALL COMPLY WITH THE AMERICANS WITH DISABILITY ACT (ADA) AND TEXAS ACCESSIBILTY STANDARDS.
4. MAXIMUM THRESHOLD HEIGHT SHALL NOT EXCEED 1/2".

ROOM FINISH SCHEDULE

ROOM #	FLOOR	BASE	WALLS	CEILING
100	PORCELAIN TILE	PORCELAIN TILE	PAINT	GYPSUM BOARD
101	SEALED CONCRETE	RUBBER	PAINT	GYPSUM BOARD
102	SEALED CONCRETE	PORCELAIN TILE	PORCELAIN TILE AND PAINT	GYPSUM BOARD
103	SEALED CONCRETE	PORCELAIN TILE	PORCELAIN TILE AND PAINT	GYPSUM BOARD
104	SEALED CONCRETE	PORCELAIN TILE	PORCELAIN TILE AND PAINT	GYPSUM BOARD
105	SEALED CONCRETE	PORCELAIN TILE	PORCELAIN TILE AND PAINT	GYPSUM BOARD

SUITE 500 EQUIPMENT LEGEND

1	WATER HEATER
2	FLOOR MOUNTED MOP SINK
3	HAND SINK
4	12"X12" FLOOR DRAIN
5	NEW ELECTRICAL PANEL

design 3 + associates
POST OFFICE BOX 380432
DUNCANVILLE , TEXAS 75138
phone: 214-245-8024
e-mail: d3architecture@yahoo.com

INTERIOR RENOVATION TO 1000 WEST ELDORADO PARKWAY SUITE 500 LITTLE ELM, TEXAS 75068

REVISION

2 CITY COMMENTS 08-28-25
1 CITY COMMENTS 04-28-25

ISSUE DATE
03-05-2025

PROJECT NUMBER
2025.0202.0006

SHEET TITLE
PROPOSED FLOOR AND CEILING PLAN

SHEET OF X
A1.0

Date:	10/21/2025
Agenda Item #:	6. B.
Department:	Development Services
Strategic Goal:	Promote and expand Little Elm's identity
Staff Contact:	Olga Chernomorets, Assistant Director/Managing Director of Planning

AGENDA ITEM:

Hold A Public Hearing, Present, Discuss, And Consider Action On **Ordinance No. 1827 Regarding A Request For A Specific Use Permit (Sup) For A 865-Square-Foot Standalone Quick-Service Restaurant With A Drive-Thru Component, Generally Located Within The Rosebriar Market Place, Approximately 1,000 Feet From The Intersection Of Little Elm Parkway And Fm 423.**

- **Open Public Hearing:**
- **Receive Public Comments:**
- **Close Public Hearing:**
- **Take Action on Ordinance No. 1827:**

DESCRIPTION:

Location

Generally located within the Rosebriar Market Place, approximately 1,000 feet from the intersection of Little Elm Parkway and FM 423, within Town limits.

Background

This land was annexed into the Town in 1966 through Ordinance 19. The subject property is currently zoned Planned Development (PD), with a Light Commercial (LC) base, through Ordinance No. 953, approved in 2009. In 2018 the PD was amended through Ordinance No. 1457, and more recently, in August of 2024, through Ordinance No. 1775 in order to allow for two additional outparcels. A replat has been approved, reflecting the two new outparcels, but has not been filed at Denton County yet.

The particular property for this Specific Use Permit (SUP) request is a vacant parking area approximately 1.159 acres, located along FM 423, between Handel's and Arby's.

The larger subject property is bound by: Eldorado Estates West neighborhood to the north and west, Light Commercial areas to the south and southeast, on the opposite sides of both FM 423 and Little Elm Parkway, and Marina Vista Estates on the southside of Little Elm Parkway.

Since the recent approval of the PD amendment and replat, the applicant has been able to find a quick service restaurant tenant, and is requesting approval of a SUP to allow for a primarily drive-thru use, as required by the Town's Light Commercial Schedule of Uses.

Proposal
The applicant is proposing a drive-thru use for a quick serve coffee brand 7Brew. The applicant has provided all the development plans as part of this request, which show full compliance with Planned Development Ordinance No. 1775.

Uses
This SUP is limited to a QSR no larger than 865 square feet.
In 2019, the Town Council adopted Ordinance No. 1682 which changed the Town's Schedule of Uses to require a Specific Use Permit in order to develop or operate a restaurant with a drive-thru component. This ordinance established a definition and regulations to guide the site design and approval process.

Section 106.05.02.2 (y) Defines a drive-thru as:

- *"Establishments providing services to customers in motor vehicles that are either temporarily parked, or through a service window and a drive-thru lane, such as drive-in or drive-thru restaurants, banks offering drive-thru services, gas pumps/fuel sales, or similar concepts."*

Further, the section also describes the following development regulations as:

1. Drive-thru and queue lanes shall not be located between the front of the building (primary entrance) and a public right-of-way.
2. Auto-oriented facilities shall not block or conflict with pedestrian or bicycle access.
3. Screening shall be provided between the facility and any public right-of-way using evergreen screening vegetation, at least 36 inches in height, at the time of planting, a low fence or wall, no more than 42 inches in height, or a combination of both.
4. Pertaining to corner lots, the first 25 feet on a side street from the intersection, shall also be considered front of the building and a primary entrance.

The proposed site design meets all relevant requirements.

Site Design
The applicant's concept plan meets light commercial site design requirements. Considering the size of the operation, the applicant has proposed a single dumpster.

Building Design.
The building elevations show full compliance with the Town's standards. Applicant proposes to utilize Nichiha as the primary material, with appearance of a brick façade, which meets the intent of the Town's architectural standards.

Fire and Engineering
Fire and Engineering have approved the plans from a zoning perspective, but this approval is not an approval of plans for construction. Additional site changes may need to take place during the SDV process.

Comprehensive Plan
Restaurant is listed under "Retail Use" the Town's Schedule of Uses, this aligns with the current and future zoning of Light Commercial.

Commission Findings
The Planning and Zoning Commission held a public hearing on September , 2025, to discuss the proposed request and had questions about the number of drive-thru lanes and potential impact on the parking spaces given the existing shopping center operations. The Commission generally supports the request.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDED ACTION:

The Planning and Zoning Commission recommends **Approval** (4-0) of the requested drive-thru SUP as presented.

Attachments

Location Map

Ordinance No. 1827 - 7Brew Drive-thru SUP


7Brew
SUP-25-002782
Little Elm, TX 75068
Town of Little Elm
Denton County, Tx
Date: 9/4/2025
Marble Canyon Dr
Sunland Park Dr
Deer Hollow Dr
FM 423
Little Elm
Map data © OpenStreetMap contributors, Microsoft
N
200 Foot Buffer
Subject Property
Parcels
Town Limits
0
100
200
US Feet
Source: Town of Little Elm, NearMap, Denton County Appraisal District
This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.

TOWN OF LITTLE ELM

ORDINANCE NO. 1827

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A NEW SPECIFIC USE PERMIT FOR A 865-SQUARE-FOOT STANDALONE QUICK-SERVICE RESTAURANT WITH A DRIVE-THRU COMPONENT, GENERALLY LOCATED WITHIN THE ROSEBRIAR MARKET PLACE, APPROXIMATELY 1,000 FEET FROM THE INTERSECTION OF LITTLE ELM PARKWAY AND FM 423; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, Chapter 106 (Zoning) of the Little Elm Code of Ordinances, requires a Specific Use Permit be granted by Town Council in order to legally operate and occupy the subject property with a quick service restaurant with drive-thru while it is zoned Planned Development Light Commercial (PD-LC) through Ordinance No. 1775; and

WHEREAS, a request for a Specific Use Permit for a quick service restaurant with a drive-thru has been submitted by Anchor Point Management Group | Motley 7 Brew, LLC, A Franchisee of 7 Brew, on property generally located 1,000 feet from the intersection of Little Elm Parkway and FM 423; and

WHEREAS, Section 106.02.17 of the Little Elm Code of Ordinances provides that Town Council may impose such additional development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, odor, gas, explosion, glare, offensive view, or other undesirable or hazardous conditions; and

WHEREAS, Town Council and the Planning & Zoning Commission of the Town of Little Elm, in compliance with the laws of the State of Texas and the ordinances of the Town of Little Elm, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested Specific Use Permit described herein; and

WHEREAS, at its regular meeting held on September 18, 2025 the Planning & Zoning

Commission considered and made recommendations on a request to grant a Specific Use Permit for a 865 square-foot standalone quick service restaurant with a drive-thru component (Case No. SUP-25-002782); and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the Town Council of the Town of Little Elm, Texas, has determined that the request would be in the interest of public health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT. That Ordinance No. 226 of the Town of Little Elm, Texas, the same being the Comprehensive Zoning Ordinance of the Town, as amended, is hereby amended by the following:

A. Granting a Specific Use Permit authorizing a quick service restaurant drive-thru generally located within the Rose Briar Market Place, approximately 1,000 feet from the intersection of Little Elm Parkway and FM 423, subject to the following conditions:

1. Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the development plans, which are attached hereto as Exhibit A and made a part hereof for all purposes.

2. The Specific Use Permit granted herein for a quick service restaurant drive-thru shall be limited to that particular area designated on the approved floor plan, encompassing a total area not to exceed 865 square feet.

3. Drive-thru and queue lanes shall not be located between the front of the building (primary entrance) and a public right-of-way.

4. Auto-oriented facilities shall not block or conflict with pedestrian or bicycle access.

5. Screening shall be provided between the facility and any public right-of-way using evergreen screening vegetation, at least 36 inches in height, at the time of planting, a low fence or wall, no more than 42 inches in height, or a combination of both.

6. Pertaining to corner lots, the first 25 feet on a side street from the intersection, shall also be considered front of the building and a primary entrance.

SECTION 3. SAVINGS. This Ordinance (which includes the New Zoning Ordinance) shall be cumulative of all other ordinances of the Town, and shall not repeal any of the

provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 4. PENALTY. Any person, firm, or corporation violating any of the provision of this Ordinance shall be punished by a penalty of a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this Ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the New Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of this Ordinance (which includes the New Zoning Ordinance) without the invalid parts and to this end the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this Ordinance are hereby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas on the 21st day of October, 2025.

The Town of Little Elm, Texas

_____

Curtis J. Cornelious, Mayor

ATTEST:

_____

Caitlan Biggs, Town Secretary

ATTACHMENT – EXHIBIT A

ATTACHMENT – EXHIBIT A


7Brew
SUP-25-002782
Little Elm, TX 75068
Town of Little Elm
Denton County, Tx
Date: 9/4/2025
Marble Canyon Dr
Sunland Park Dr
Deer Hollow Dr
FM 423
Little Elm
Map data © OpenStreetMap contributors, Microsoft
N
200 Foot Buffer
Subject Property
Parcels
Town Limits
0
100
200
US Feet
Source: Town of Little Elm, NearMap, Denton County Appraisal District
This product is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. Town of Little Elm and its members assume no responsibility for the accuracy of said data.

August 6, 2025

City of Little Elm
Office of Permits
Online Submittal

CEDAR CREEK
ENGINEERING • PLANNING • CONSULTING
PO Box 14534 ~ Oklahoma City, OK 73113

RE: Specific Use Permit Statement of Intent

This letter serves as a Statement of Intent for the Specific Use Permit application for the proposed 7Brew coffee shop at 2731 Little Elm Parkway. The subject property is intended to serve as a drive-thru coffee shop. Said coffee shop is set up to serve vehicular traffic, and is expected to handle a peak traffic volume of 88 vehicles per peak hour.

Drive-thru operations are designed for orders to be taken by workers in person under the canopy, on tablets. No speaker boxes are used with this system. Standard hours of operations are from 5 am to 11 pm.

The property is currently developed as a fully paved parking area in a commercial development. This use will be harmonious and compatible with the neighboring commercial properties, as it has a similar dynamic as the adjacent restaurant uses.

Thank you,

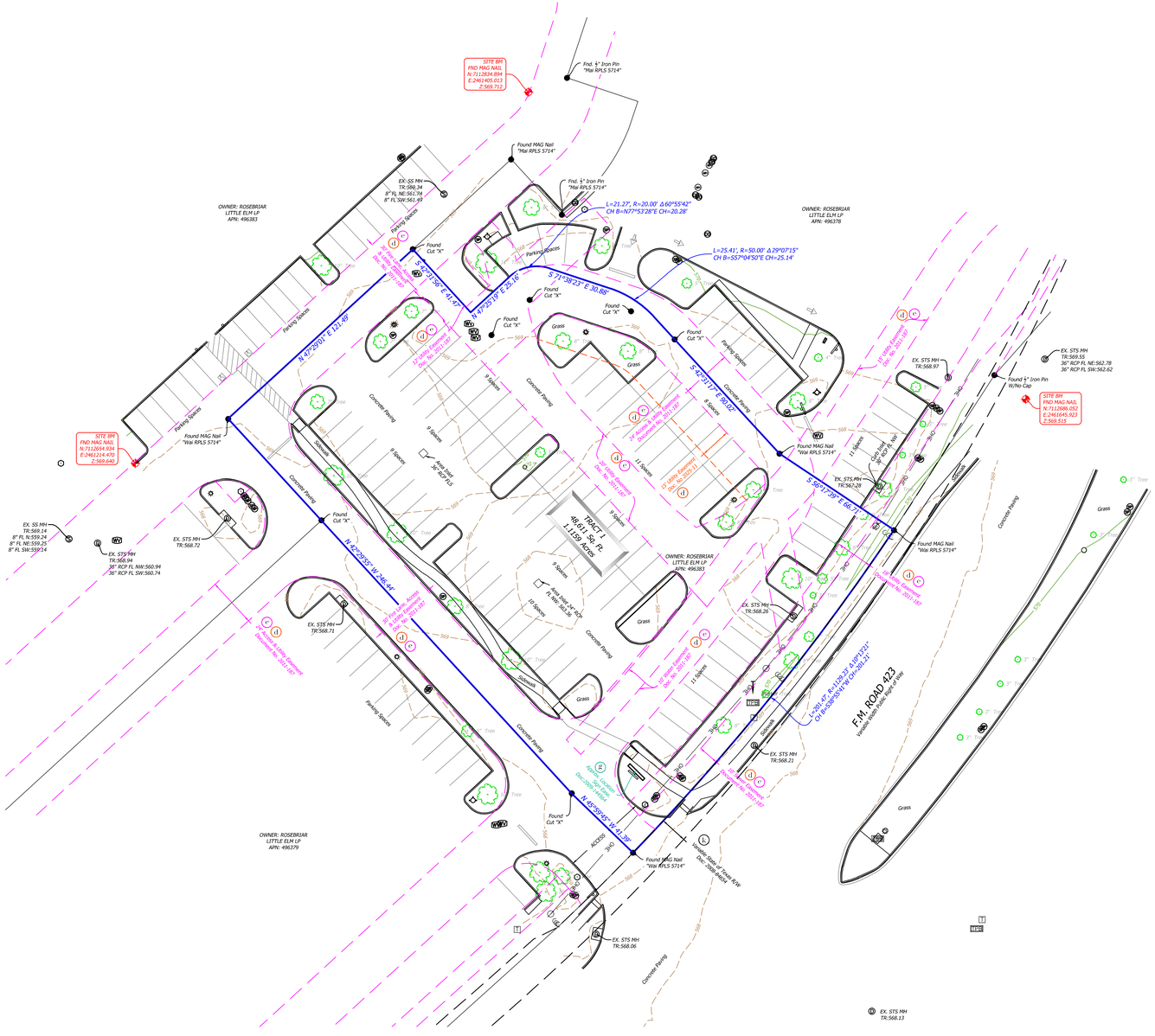
Andrew Wilson

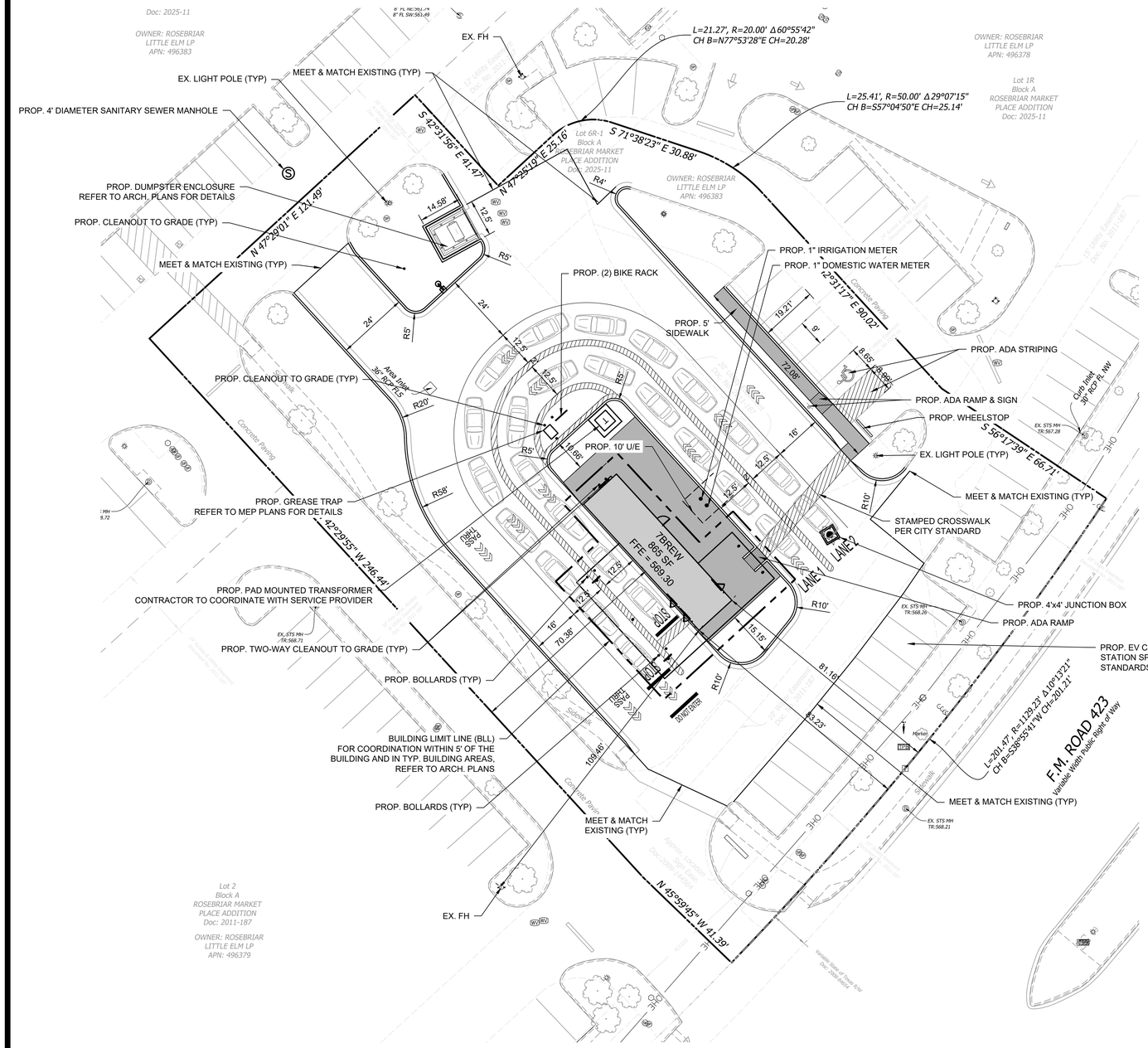
Cedar Creek Consulting, Inc.
Andrew Wilson, PE
405.778.3385
awilson@cedarcreekinc.com

ALTA/NSPS LAND TITLE SURVEY
OF
2731 LITTLE ELM PARKWAY
LITTLE ELM, DENTON COUNTY, TEXAS 75068

0 15' 30' 60'

1" = 30'
U.S. Survey Feet


SITE BM
FND MAG NAIL
N:7112834.894
E:2461409.013
Z:569.713'
Fnd. ½" Iron Pin
"Mai RPLS 5714"
Found MAG Nail
"Mai RPLS 5714"
Fnd. ½" Iron Pin
"Mai RPLS 5714"
L=21.27', R=20.00' Δ60°55'42"
CH B=N77°53'28"E CH=20.28'
L=25.41', R=50.00' Δ29°07'15"
CH B=S57°04'50"E CH=25.14'
OWNER: ROSEBRIAR LITTLE ELM LP
APN: 496333
OWNER: ROSEBRIAR LITTLE ELM LP
APN: 496378
OWNER: ROSEBRIAR LITTLE ELM LP
APN: 496383
OWNER: ROSEBRIAR LITTLE ELM LP
APN: 496379
EX. SS MH
TR: 568.34
8" FL NE: 561.74
8" FL SW: 561.49
Found Cut "X"
N 42°25'56" E 44.47'
S 71°38'23" E 30.88'
N 47°25'56" E 25.16'
N 42°01'04" W 321.49'
S 46°21'11" E 80.02'
S 36°13'28" E 66.12'
N 42°09'56" W 266.44'
N 40°59'45" W 41.39'
Found MAG Nail
"Mai RPLS 5714"
Found ½" Iron Pin
W/No Cap
EX. STS MH
TR: 568.97
EX. STS MH
TR: 567.28
EX. STS MH
TR: 568.26
EX. STS MH
TR: 568.21
EX. STS MH
TR: 568.06
EX. STS MH
TR: 568.13
EX. STS MH
TR: 569.55
36" RCP FL NE: 562.78
36" RCP FL SW: 562.62
SITE BM
FND MAG NAIL
N:7112686.052
E:2461645.923
Z:569.515
SITE BM
FND MAG NAIL
N:7112654.934
E:2461214.470
Z:569.640
EX. SS MH
TR: 569.24
8" FL N: 559.24
8" FL NE: 559.25
8" FL SW: 559.14
EX. STS MH
TR: 568.94
36" RCP FL SW: 560.94
36" RCP FL SW: 560.74
EX. STS MH
TR: 568.72
EX. STS MH
TR: 568.71
TRACT 1
40,611 Sq. Ft.
1.1159 Acres
F.M. ROAD 423
Variable Width ROW
Concrete Paving
Parking Spaces
Sidewalk
Grass
Trees
Found ¾" Iron Pin
Ft. Wth. 30.0' R
ACCESS
Found MAG Nail
"Mai RPLS 5714"
Found Cut "X"
Found ½" Iron Pin
W/Cap "Mai RPLS 5714"
Found ½" Iron Pin
W/Cap "Mai RPLS 5714"
Found MAG Nail
"Mai RPLS 5714"
Found MAG Nail
"Mai RPLS 5714"
Found Cut "X"
Found Cut "X"
Found Cut "X



NOTE: INDICATED STACKING VEHICLES ARE 17' IN LENGTH AS SHOWN.

CALL BEFORE YOU DIG
1-800-245-4545
TEXAS ONE CALL SYSTEM

N

SCALE IN FEET
0 20' 30' 40'

LEGEND

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- BOUNDARY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- PROPOSED FIRE LANE STRIPING
- BUILDING LIMIT LINE
- OHE — OVERHEAD ELECTRIC LINE
- UGE — UNDERGROUND ELECTRIC LINE
- GAS — GAS LINE
- UGT — UNDERGROUND TELEPHONE LINE
- FO — UNDERGROUND FIBER OPTIC LINE
- SS — SANITARY SEWER LINE
- W — WATERLINE
- RETAINING WALL
- SCREEN WALL
- WIRE FENCE
- CHAIN LINK FENCE
- BENCHMARK

- PROP. FIRE HYDRANT
- PROP. WATER VALVE
- PROP. WATER METER
- PROP. ELECT. METER
- PROP. LIGHT POLE
- PROP. BOLLARD
- PROP. TRANSFORMER
- PROP. PARKING COUNT
- PROP. WHEEL STOP
- PROP. FES
- PROP. HC RAMP
- PROP. POWER POLE
- PROP. SS MANHOLE
- PROP. GAS METER
- PROP. SIGN
- PROP. FIRE ROUTE SIGN

PROP. INLETS (SEE GRADING PLAN FOR TYPE)

VS VERTICAL SEPARATION REQUIREMENT (24")

*NOTE: REFER TO SURVEYING LEGEND FOR EXISTING STRUCTURES IDENTIFICATION

NOTE: CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL PROPOSED WORK MEETS ADA REQUIREMENTS. REFER TO www.access-board.gov/ada-aba/ada-standards-doj.cfm

NOTE: CONTRACTOR SHALL CONSTRUCT AND INSTALL WHEEL STOPS, SIGNS, AND ADA RAMPS AT ALL HANDICAP SPACES.

SITE PAVING TO REPLACE EXISTING CONCRETE WITH MATCHING CONCRETE PAVEMENT SECTION.

SITE NOTES

A. CONTRACTOR SHALL REFER TO THE CONSTRUCTION DOCUMENTS INCLUDING BUT NOT LIMITED TO THE WRITTEN SPECIFICATIONS, CONSTRUCTION DRAWINGS, STORM WATER POLLUTION PLAN, AND GEOTECHNICAL REPORT.

B. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE OWNERS DESIGN GUIDELINES AND SPECIFICATIONS, AND WHERE APPLICABLE SHALL MEET THE REQUIREMENTS OF THE GOVERNING/PERMITTING AUTHORITY HAVING JURISDICTION.

C. CONTRACTOR IS RESPONSIBLE FOR THEIR OWN HORIZONTAL AND VERTICAL CONTROL, REFERENCE POINTS AND CONSTRUCTION STAKING AS INCIDENTAL TO THE PROJECT.

D. THE CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS/PROPERTY LINES/UTILITIES/DRAINAGE PRIOR TO CONSTRUCTION START.

E. ALL WORK NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED AS INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS WHICH ARE CLASSIFIED FOR PAYMENT.

F. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL AND MEP PLANS AND SPECIFICATIONS BEING A PART OF THE CONSTRUCTION DOCUMENTS FOR THE EXACT LOCATIONS AND DIMENSIONS OF ENTRY, EXIT PORCHES, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE, AND DOWNSPOUT LOCATIONS/SPECIFICATIONS/DETAILS.

G. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB (FC) UNLESS OTHERWISE NOTED.

H. PARKING LOT STRIPING SHALL BE 4" WIDE AND WHITE IN COLOR. HANDICAP PARKING STALLS STRIPING AND SIGNAGE SHALL BE IN STRICT ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.

I. UNLESS OTHERWISE NOTED ALL RADII SHALL BE 3'.

J. BUILDING DIMENSIONS ARE TO OUTSIDE OF MASONRY, UNLESS OTHERWISE SHOWN.

K. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ACTUAL LOCATION AND DETAILS OF ALL UTILITY ENTRANCES. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED, AS WELL AS COORDINATED WITH ANY UTILITY COMPANIES FOR APPROVED LOCATIONS AND SCHEDULING OF TIE-INS/CONNECTIONS TO THEIR FACILITIES.

L. REFER TO ARCHITECTURE PLANS FOR SITE LIGHTING AND ELECTRICAL CONDUIT PLANS. POLE LOCATIONS ARE SHOWN ON THIS SHEET FOR REFERENCE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND ADJUST ANY CONSTRUCTED CONFLICTS WITH UNDERGROUND UTILITIES, SIDEWALKS, ETC.

M. CHECK ARCHITECTURAL PLANS FOR EXACT DOWNSPOUT LOCATIONS.

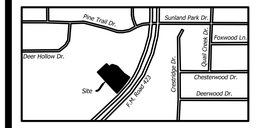
N. CONTRACTOR SHALL REFER TO LANDSCAPE AND IRRIGATION PLAN FOR LOCATION AND CONSTRUCTION DETAILS OF LANDSCAPING AND IRRIGATION.

SITE DATA SUMMARY CHART

SITE DATA SUMMARY		EXISTING	PROPOSED
ZONING		LC	LC
	FRONT SETBACK	20	20
	SIDE SETBACK	0	0
	REAR SETBACK	0	0
LAND USE DESIGNATION		COMMERCIAL	COMMERCIAL
GROSS ACREAGE		1.12	1.12
NET ACREAGE		1.12	1.12
NUMBER OF PROPOSED LOTS		1	1
PERCENTAGE OF SITE COVERAGE		100%	100%
AREA OF OPEN SPACE		0.15 ACRES	0.19 ACRES
PERCENTAGE OF OPEN SPACE		15%	17%
PERCENTAGE OF LANDSCAPE		15%	17%
AREA OF IMPERVIOUS COVERAGE		0.94 ACRES	0.93 ACRES
PERCENTAGE OF IMPERVIOUS COVERAGE		84%	83%
PROPOSED BUILDING AREA (SQUARE FOOTAGE FOOTPRINT)			865 SF
NUMBER OF SINGLE-STORY BUILDINGS			1
NUMBER OF TWO-STORY BUILDINGS			0
MAXIMUM BUILDING HEIGHT		20 FEET	19.6 FEET
PROPOSED FLOOR AREA			865 SF
PROPOSED FLOOR AREA BY USE			865 SF
REQUIRED PARKING			5
PROVIDED PARKING			22
	STANDARD		21
	HANDICAP		1
	TOTAL		22
INVENTORY PARKING			0
ELECTRIC VEHICLE CHARGING INFRASTRUCTURE			1
BICYCLE RACKS			2
REQUIRED LOADING SPACES			0

CEDAR CREEK
ENGINEERING • PLANNING • CONSULTING
P.O. Box 14534 Oklahoma City, OK 73113
405-778-3385
www.cedarcreekinc.com
TX CA F-801245901

LOCATION MAP:



NOT TO SCALE

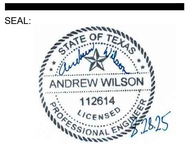
PROJECT:

7BREW

LITTLE ELM, TEXAS

PROJECT NUMBER: 25063
DRAWING DATE: 08.28.25
ISSUE DATE: 08.28.25

SEAL:



PRELIMINARY - NOT FOR CONSTRUCTION

SUBMITTAL:

SUP

REVISIONS:

MARK	DATE	DESCRIPTION

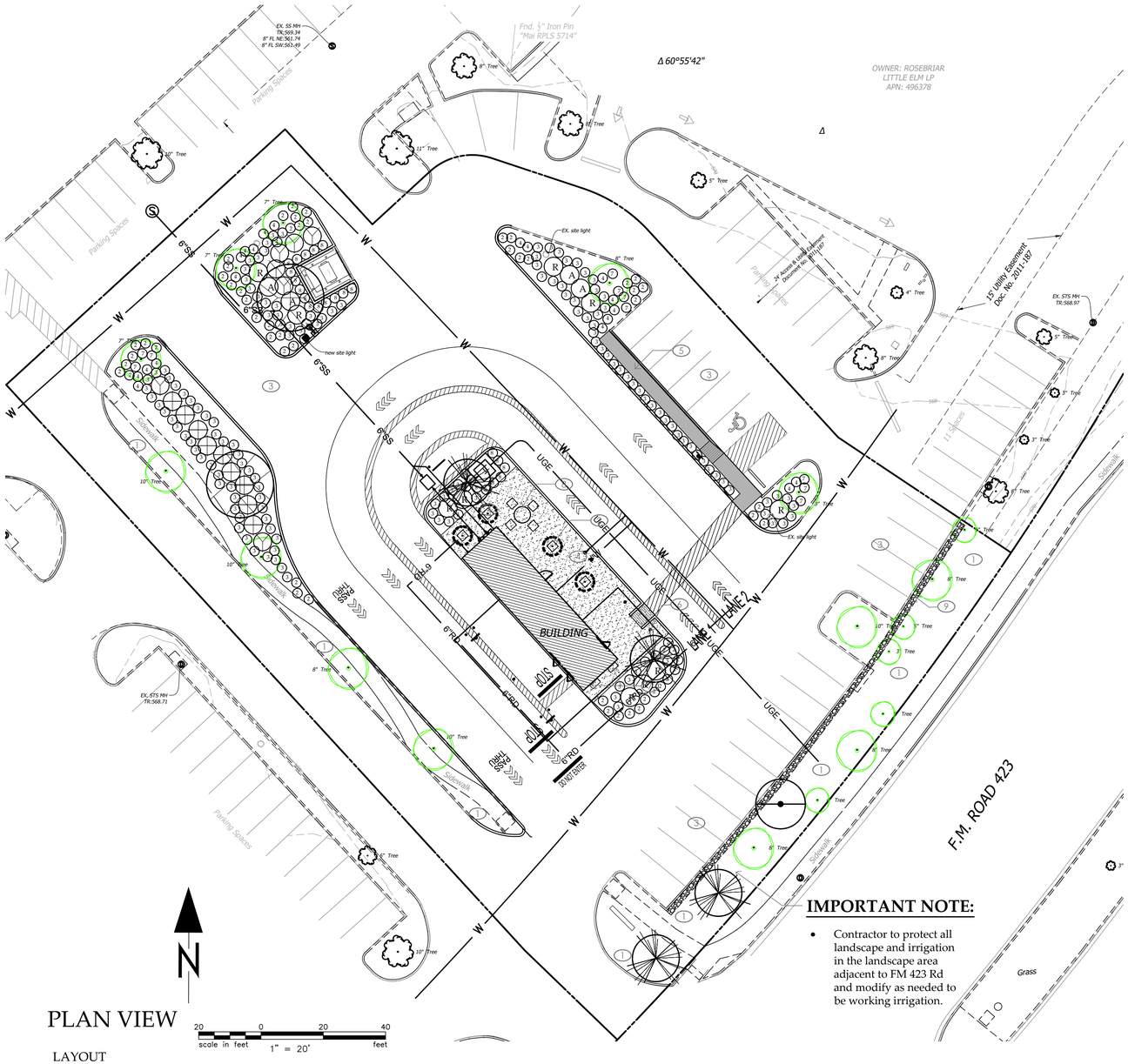
THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION AND CONSENT OF CEDAR CREEK CONSULTING INC. THIS SHEET IS NOT TO BE USED FOR CONSTRUCTION UNLESS THE ISSUE DATE IN THE TITLE BLOCK COINCIDES WITH OR POST DATES THE DRAWING DATE. ANY CHANGES MADE FROM THESE PLANS WITHOUT CONSENT OF CEDAR CREEK CONSULTING INC. ARE UNAUTHORIZED, AND SHALL RELIEVE CEDAR CREEK CONSULTING OF RESPONSIBILITY FOR ALL CONSEQUENCES ARRIVING OUT OF SUCH CHANGES.

DRAWING TITLE:

SITE PLAN

SHEET:

C2.00



PLAN VIEW

LAYOUT

LEGEND

KEY DESCRIPTION

1. existing planting area to remain
2. new pots, see detail
3. paving area
4. new paver area, see detail
5. new walkway
6. shade structure
7. bench, see detail
8. table and chairs, see detail
9. existing shrub screen to remain

LEGEND

Trees

key	botanical name	common name	container size	plant size
	fraxinus v. 'fan tex'	fan tex ash	24" box	4" caliper min
	lagerstyromia i. red	crape myrtle	24" box	4" caliper min
	quercus muhlenbergia	chinquapin oak	24" box	4" caliper min
	chilopsis linearis	desert willow orchid	24" box	4" caliper min
	existing tree see plan for size			

note: 213lf of public r.o.w. and 11 trees provided

Shrubs

symbol	botanical name	common name	container size	plant size
2	euononmous f. "colorata	euononmous	2gal	12" ht
Y	rhododendron "roblet	autumn sunburst	5gal	18" ht
5	viburnum o. densa	viburnum	5gal	18" ht
	leucophyllum f. ' green cloud '	texas sage	5gal	18" ht
R	rosa floribunda "brick house"	brick house rose	2gal	12" ht
A	abelia grandiflora edward goucher	dwarf abelia	2gal	12" ht
3	berberis t. 'fire ball'	red barberry	5gal	18" ht
4	ligustrum s. "sunshine	sunshine privet	5gal	18" ht
7	ilex c. dazzler	holly	5gal	18" ht
8	ligustrum vicari	golden privet	15gal	24" ht min

general notes

A. All plant selections, size, and spacing to be per City design standards.
B. Irrigation to be installed per City design standards.
C. Contractor to install all work per manufacture specs and per City design standards.
D. Maintenece to be provided per City requirements.
E. All planting areas to have top dress material.
F. See grading and drainage plan for sloping and drainage specs.
G. Contractor to plant (4) 1gal size jasmine and (1) 1gal size brickhouse rose in each pot
H. Pots to be as selected by Owner rep
I. Benches to be as selected by Owner rep
J. Table & chairs to be as selected by Owner rep
K. Pavers to be as selected by Owner rep
L. Contractor to protect all existing landscape areas.
M. Percentage landscape calculations are:
M.A. total site 47,68sf
M.B. parking/paved area 35,078sf
M.C. landscape area provided 12,603sf
M.D. required landscape 3,508sf
(10% of 35,078sf)

IMPORTANT NOTE:

- Contractor to protect all landscape and irrigation in the landscape area adjacent to FM 423 Rd and modify as needed to be working irrigation.

Planting notes

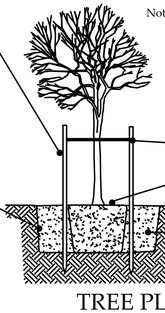
a. Contractor to notify Landscape Architect of any layout discrepancies prior to install.
b. Plant material location is diagrammatic and is subject to change in the field as directed by the owners representative.
c. All planting areas to be top dressed with 3" layer of decorative bark as selected by owner representative .
d. All trees and shrubs shall be planted as per details.
e. All work shall be performed by persons familiar with this type of work
f. Backfill for trees and shrubs shall consist of 50/50 existing soil to compost with Agriform brand plant tablets (20-10-5) 1-1 gal.; 2-5 gal.; 4-15 gal., and 6-24" box.
g. The owner representative reserves the right to make any substitutions, additions, and deletions in the planting scheme as he/she feels necessary while the work is in progress. Such cases are to be accompanied with equitable adjustments in the contract price if/when necessary.
h. After planting is complete, a pre-emergent weed killer shall be used to control weeds on all non-turf areas.
i. Contractor shall keep job site as clean as possible during construction, and then haul and clean site at completion of the job.
j. Contractor shall exercise necessary caution to protect existing landscape and other items (i.e. benches, lights, and shelters) from damage and repair at no cost to owner and relocated per owner representative.
k. All planting backfill for to be amended per soils report / recommendations as provided by the Contractor and reviewed/submitted to O.R. for approval.
l. All plant material (i.e. trees, shrubs, & vines, etc...)Shall be guaranteed for 1 year. Any plants which fail as a result of the contractors negligence
m. shall be replaced at the contractors expense.

ARTICLE VI, TABLE H
LANDSCAPE POINTS EARNED PER AMENITY

Amenity Type/Size	Number of Points
• Enhanced hardscape (Decorative pavers at building)	5
• Use of street furniture (benches @ building)	5
• Open space provision greater than what is required	5
• Use of masonry planters with irrigation (minimum 4)	5
• Use of shaded and seating area (table and chairs)	5
total	25



IMAGE OF EXISTING LANDSCAPE @ R.OW.
LOOKING NORTH



Staking Required For Trees In 36" Box Or Less Or With A Caliper Of Less Than 2". (2) 2" Diameter x 10' Long Lodgepole Pine Tree Stakes. Bury 3' In Ground And Cut Off Stake 12" Above Vinyl Tie. Stakes Shall Remain In Place For 2 Years Unless Removal Is Approved By Maintenance Director.

Backfill With Native Soil. (No Rocks Greater Than 3") Backfill 3/4 The depth Of Rootball Before Removing Box Side Panels. Compact Backfill As Needed To Prevent Breaking Rootball.

Notes: 1. Sufficient clearance shall be maintained between trees and utility facilities so as to not hinder use of these facilities.

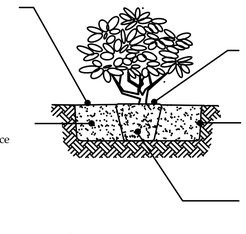
2. Plant pit basins within sloped planting areas shall be constructed with a max. 2:1 slope. Provide smooth transition to surrounding finish grade.

Vinyl Tie, 1" (MIn.) In Width

Set Top Of Root Ball At Soil Surface.

Planting Hole Shall Be 2 Times Diameter Of Root Ball And No Deeper. Scarify Sides And Bottom Of Planting Hole

TREE PLANTING AND STAKING



Mulch Soil To A Depth Of 2", 2' In Diameter For 1 Gal. Shrubs, 4' In Diameter For 5 Gal. Shrubs, Keep Mulch 4" Away From Plant Base.

Backfill With Native Soil. Apply Fertilizer To Surface Away From Trunk Per Specifications.

Note: Sufficient clearance shall be maintained between shrubs and utility facilities so as to not hinder use of these facilities.

Set Top Of Root Ball At Soil Surface.

Planting Hole Shall Be 3 Times Diameter Of Root Ball And No Deeper. Scarify Sides And Bottom Of Planting Hole

Scarify One Side Of Root Ball Prior To

SHRUB PLANTING

REVISIONS

Wade & Associates
urban planning & landscape architecture
Website: www.wagts.com
License # 3999
Email: RWade@wagts.com
green technologies Ph (949) 378-1527

REGISTERED LANDSCAPE ARCHITECT
RON WADE
3999
STATE OF TEXAS

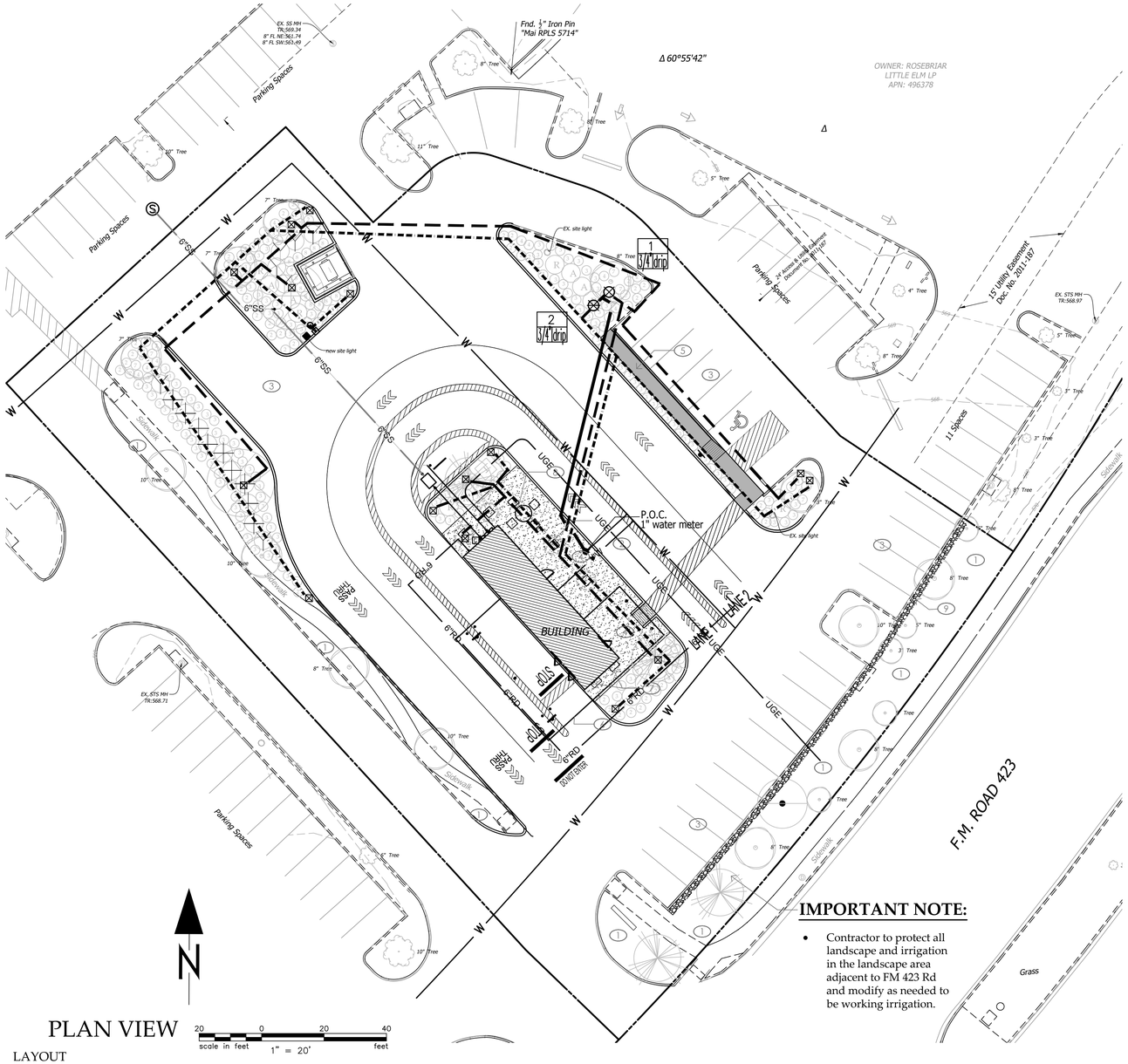
PLANTING PLAN
7 BREW

Little Elm Texas

DRAWN	RJW
DATE	08-27-2025
SCALE	
JOB FILE NO.	----

SHEET
PP1
OF TWO SHEETS

CALL BEFORE YOU DIG
1-800-245-4545
TEXAS ONE CALL SYSTEM



PLAN VIEW

scale in feet 20 0 20 40
1" = 20' feet

IMPORTANT NOTE:

- Contractor to protect all landscape and irrigation in the landscape area adjacent to FM 423 Rd and modify as needed to be working irrigation.

LEGEND - DRIP SYSTEM

SYMBOL	DESCRIPTION	MANUF.	MODEL #
	LATERAL TUBE TO SHRUB EMITTERS: (3/4" SIZE UNLESS OTHERWISE INDICATED)	EWING IRRIGATION	LP940 3/4"TUBING
	LATERAL TUBE TO TREE EMITTERS: (3/4" SIZE UNLESS OTHERWISE INDICATED)	EWING IRRIGATION	LP940 3/4"TUBING
	PVC MAINLINE PIPE: SCH 40 PVC (1-1/2" SIZE UNLESS OTHERWISE INDICATED)		
	FLUSH PLUG ASSEMBLY		
	REMOTE CONTROL VALVE ASSEMBLY 3/4" SIZE for trees with filter & regulator	HUNTER	ACZ-075
	REMOTE CONTROL VALVE ASSEMBLY 3/4" SIZE for shrubs with filter & regulator	HUNTER	ACZ-075
	CONTROLLER- exterior mounted	B-Hyve	4 STATION
	REDUCED PRESSURE BACKFLOW ASSEMBLY	AMES	MODEL 4000B 1" size or equal
	Water Meter		
P.O.C.	Point of Connection		

Station #
Valve Size
Type

EMITTER SCHEDULE

PLANT MATERIAL SIZE:	# OF EMMITERS
1 gallon	1
5 gallon	2
15 gallon	3
24" box	4
36" box	6
48" box	8

*ALL EMITTERS TO BE 1 GPH

NOTES

1. Common trenching is encouraged. See Specifications for common trenching requirements.
2. Install all equipment as per details.
3. All controller wires to be color coded at valve and controller.
4. All pipe under paved areas to be sleeved with Class 315 when pipe size 2" and above, use sch. 40 when pipe size 1–1/2" and below. Also, install 4" to 6" layer of sand under pipe in trench.
5. Irrigation system is designed for a working pressure of 60 PSI and 40 GPM minimum at P.O.C. Contractor shall verify before commencing work and notify the Owners Representative if discrepancies arise.
6. NA
7. Irrigation plan is diagrammatic only. Contractor shall guarantee 100% sprinkler coverage.
8. Substitution for irrigation equipment specified on plan may be done with Owners Representative approved equal.
9. Provide a minimum of 18" of cover over all pressure main line piping and 12" over all non–pressure lateral line piping. All lateral line piping under paved areas is to be sch 40 PVC installed in sch 40 PVC sleeves prior to paving.
10. The irrigation contractor shall flush all lines and adjust all heads for maximum performance and to minimize overspray onto all walks, walls, fences, drives, and buildings as much as possible. This shall include selecting the best degree of arc to fit any existing site conditions.
11. The irrigation contractor shall not willfully install the system as designed when it is obvious in the field that unknown obstruction or grade differences exist that were not known during the design process. Such conditions shall be brought to the attention of the Owner's Authorized Representative for direction.
12. The system shall be fully guaranteed for a period of one year, any defective material or poor workmanship shall be replaced or corrected by the Irrigation Contractor at no cost to the Owner(s).
13. All wire connections to be made in valve box with "Pen–Tite" wire "Connector Kings" #SA102 or "Scotch–Loc" #3577 Sealing package. Wire splices shall not be permitted unless approved by the Owner's Representative, and the City of Modesto. Wire splices shall be located on "as–builts" per specifications.
14. Locate all valves in valve boxes within the nearest planter area as shown on details, green plastic with bolt down lid, and #1419 or equal.
15. Install irrigation equipment as per maunufacturer.
16. NA
17. Contractor is responsible for all permits: i.e. water, elec., etc...
18. Contractor to provide reproducible "as builts" to O.R..
19. Contractor to protect, maintain, and make operational the existing irrigation system to remain and remove all other irrigation as shown on plan.
20. All work to comply with all City and Government reqiurements incluing: detail stds, specs,codes, etc...
21. All work to comply with the City and State codes and specs regarding all potable and non–potable irrigation.
22. Call Underground Alert 24 hours in advance, prior to digging. It is the responsibility of the contractor to verify existing utilities and to promptly repair any damages made at no cost to the owner.
23. Contractor to install all winterization materials needed for exposed equipment.

LAYOUT

LEGEND

KEY DESCRIPTION

1. existing planting area to remain
2. new pots, see detail
3. paving area
4. new paver area, see detail
5. new walkway
6. shade structure
7. bench, see detail
8. table and chairs, see detail
9. existing shrub screen to remain

pot specs
manufacturer Terra cast
model millennium square 2
model # TSS-36-30
charcoal color



POT DETAIL

bench specs
manufacturer Sitescapes
model fall creek
model # FCI-100
bronze color



BENCH DETAIL

table & chairs specs
manufacturer Sitescapes
model city view pedestal table
model # CV6-1100
model city view free standing chairs
model # CV5-1011
charcoal color

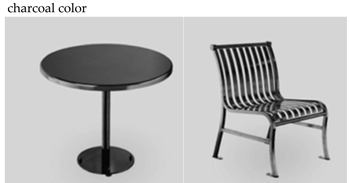


TABLE and CHAIRS DETAIL

paver specs
manufacturer Phoenix pavers
model holland
territorial color



PAVER DETAIL

CALL BEFORE YOU DIG 1-800-245-4545 TEXAS ONE CALL SYSTEM

REVISIONS

△
△
△
△
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REGISTERED LANDSCAPE ARCHITECT RON WADE 3999 STATE OF TEXAS

IRRIGATION PLAN
7 BREW

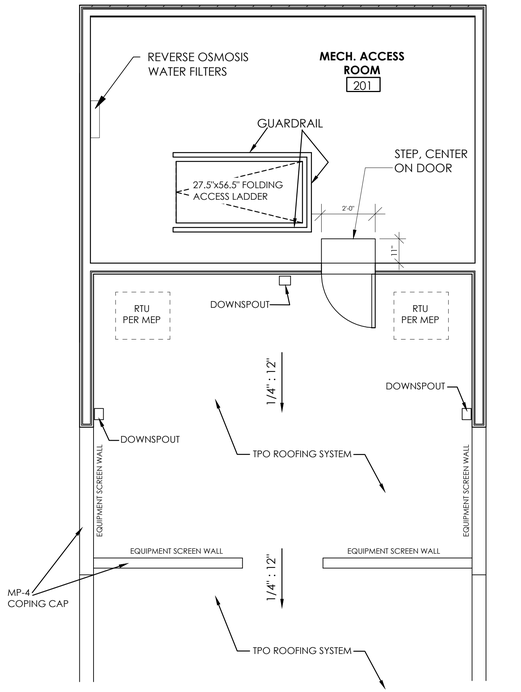
Little Elm Texas

DRAWN	RJW
DATE	08-27-2025
SCALE	
JOB FILE NO.	----

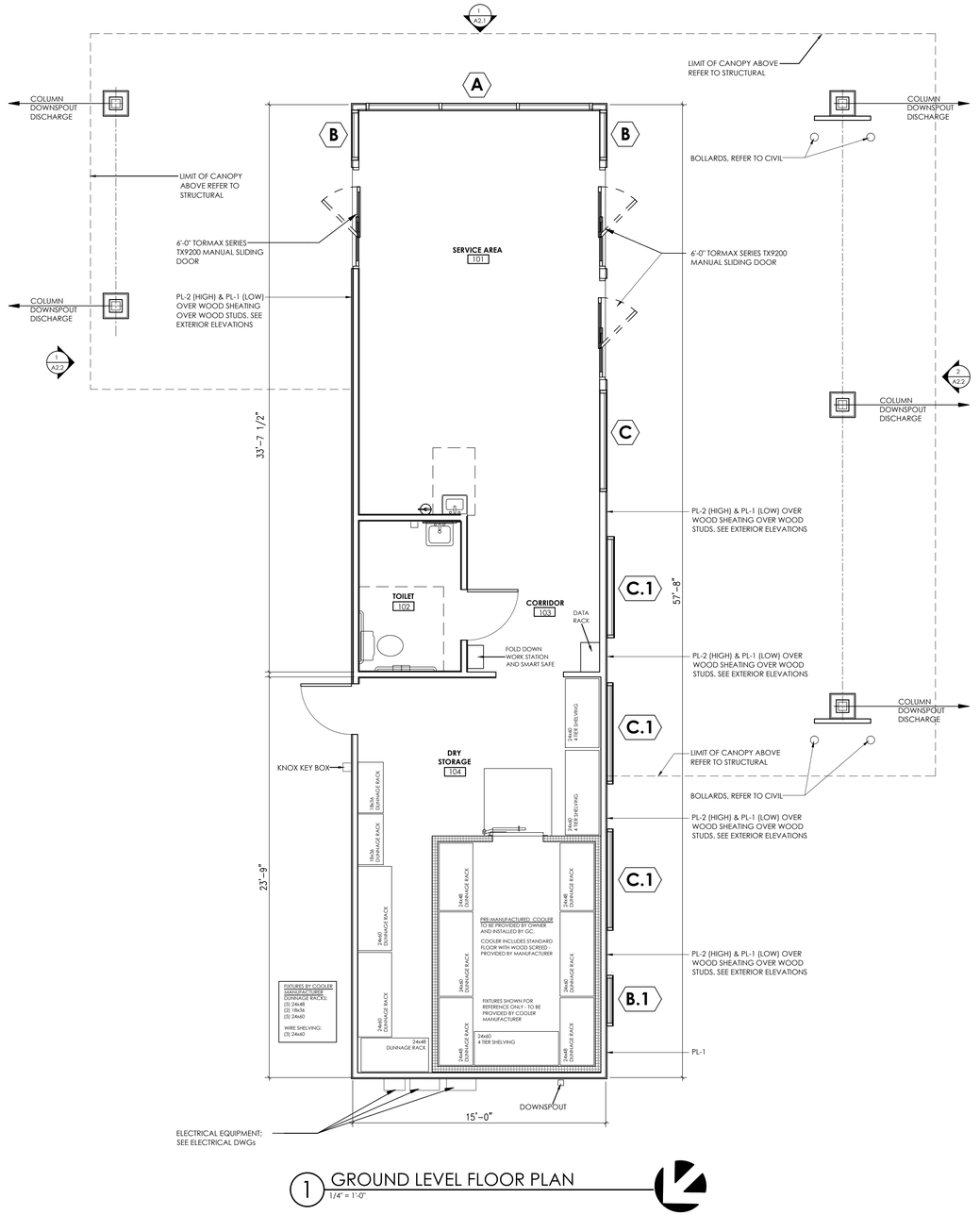
SHEET

IP2

OF TWO SHEETS



2 ATTIC LEVEL FLOOR PLAN
3/8" = 1'-0"



1 GROUND LEVEL FLOOR PLAN
1/4" = 1'-0"

SUP-25-002782

7 BREW COFFEE DRIVE THRU

REGISTERED ARCHITECT JOHN D. ELSEY STATE OF TEXAS

ARCHITECT OF RECORD:

NAME: JOHN D. ELSEY

LICENSE NO. 24757
LICENSE EXPIRATION DATE: 01/31/26

PROJECT NUMBER: 58104

DATE: 8/4/25

ISSUE: Planning

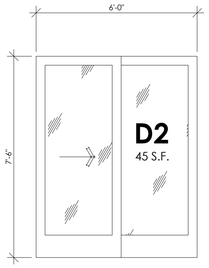
REVISION:
1 8/26/25
2 9/5/25
3 9/10/25

GBC DESIGN, INC.
565 White Pond Dr. Akron, OH 44320-1123
Phone 330-836-0228 www.GBCDesign.com

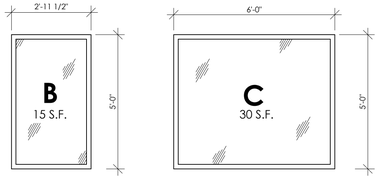
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LITTLE ELM, TEXAS
2731 LITTLE ELM PKWY
LITTLE ELM, TEXAS 75068

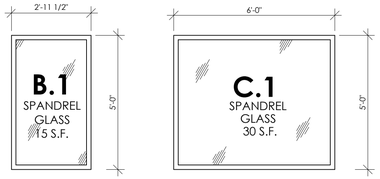
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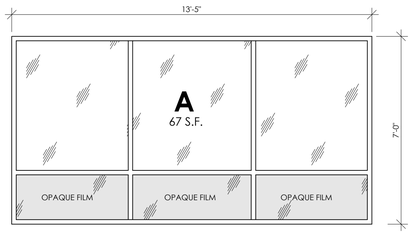
A1.0
FLOOR PLANS



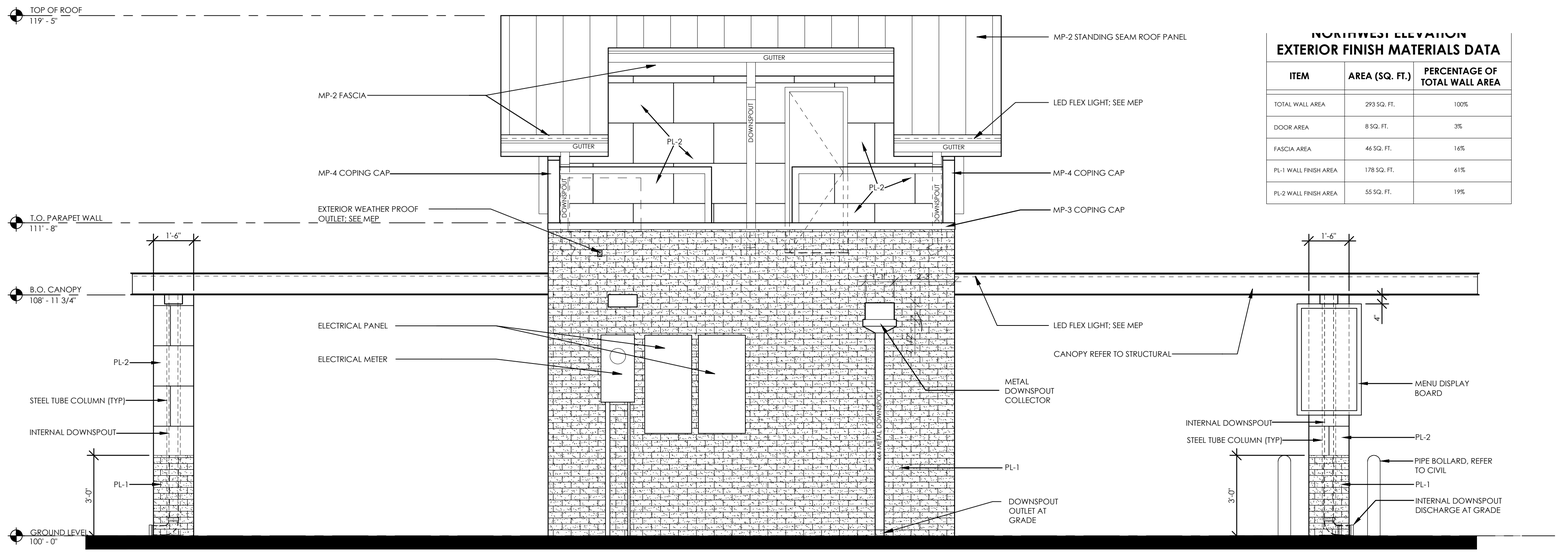
SLIDING GLASS DOOR







WINDOW TYPES



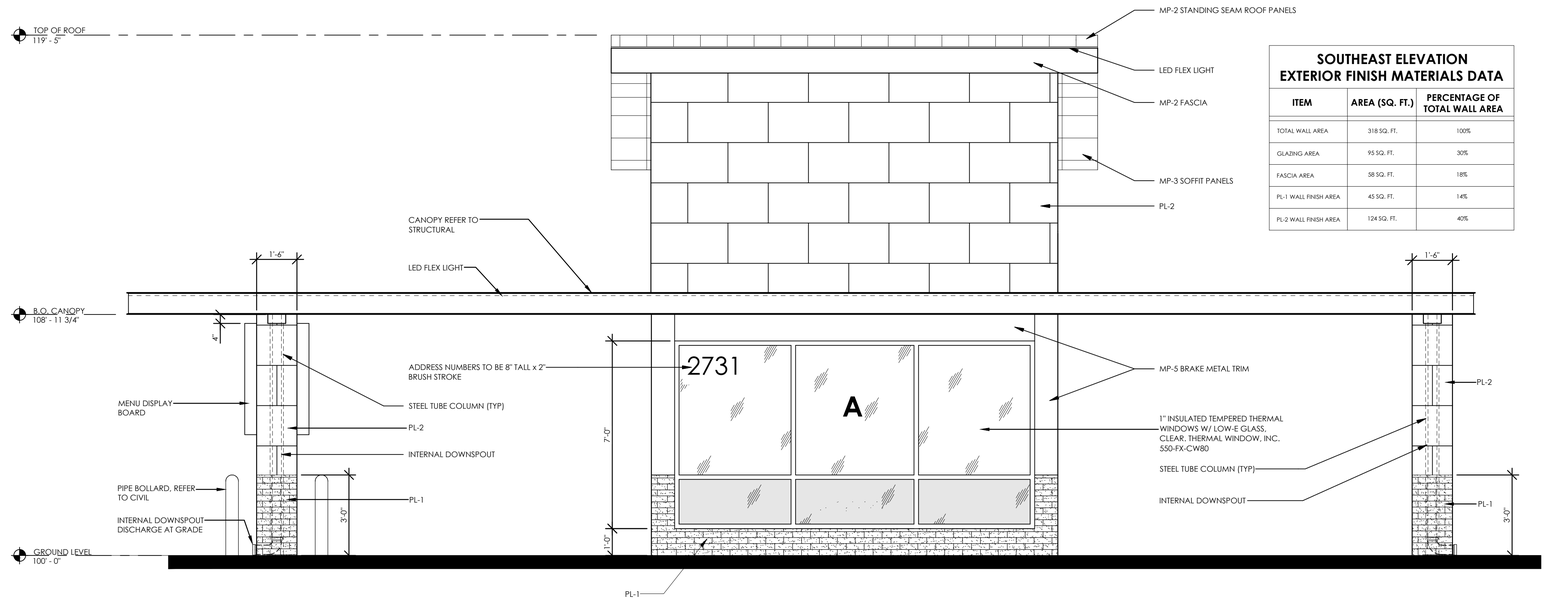
2 EXTERIOR ELEVATION - NORTHWEST
3/8" = 1'-0"

NORTHWEST ELEVATION
EXTERIOR FINISH MATERIALS DATA

ITEM	AREA (SQ. FT.)	PERCENTAGE OF TOTAL WALL AREA
TOTAL WALL AREA	293 SQ. FT.	100%
DOOR AREA	8 SQ. FT.	3%
FASCIA AREA	46 SQ. FT.	16%
PL-1 WALL FINISH AREA	178 SQ. FT.	61%
PL-2 WALL FINISH AREA	55 SQ. FT.	19%

EXTERIOR FINISH MATERIALS SCHEDULE

SYMBOL	ITEM	DESCRIPTION	REMARKS
MP-1	METAL PANEL AND BRAKE METAL	PAC-CLAD 16" METAL WALL PANEL COLOR: ONYX (MATTE FINISH)	TRASH ENCLOSURE GATE AND TRIM
MP-2	BRAKE METAL	COLOR: PACIFIC BLUE FINISH: SMOOTH	METAL ROOF, COPING AND CANOPY COLUMNS
MP-3	BRAKE METAL	COLOR: ONYX FINISH: SMOOTH	METAL SOFFIT AND METAL COPING
MP-4	BRAKE METAL	COLOR: SANDSTONE FINISH: SMOOTH	METAL COPING AT SIDE WALLS
MP-5	BRAKE METAL	COLOR: CLEAR ANODIZED FINISH: SMOOTH	TRIM AT STOREFRONT
PL-1	DECORATIVE PANEL	NICHIHA MODERNBRICK COLOR: MIDNIGHT FIBER CEMENT PANEL	EXTERIOR FINISH
PL-2	DECORATIVE PANEL	NICHIHA SANDSTONE COLOR: DESERT BEIGE FIBER CEMENT PANEL	EXTERIOR FINISH



1 EXTERIOR ELEVATION - SOUTHEAST
3/8" = 1'-0"

SOUTHEAST ELEVATION
EXTERIOR FINISH MATERIALS DATA

ITEM	AREA (SQ. FT.)	PERCENTAGE OF TOTAL WALL AREA
TOTAL WALL AREA	318 SQ. FT.	100%
GLAZING AREA	95 SQ. FT.	30%
FASCIA AREA	58 SQ. FT.	18%
PL-1 WALL FINISH AREA	45 SQ. FT.	14%
PL-2 WALL FINISH AREA	124 SQ. FT.	40%

SUP-25-002782

7 BREW COFFEE DRIVE THRU

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ARCHITECT OF RECORD:

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REVISION:
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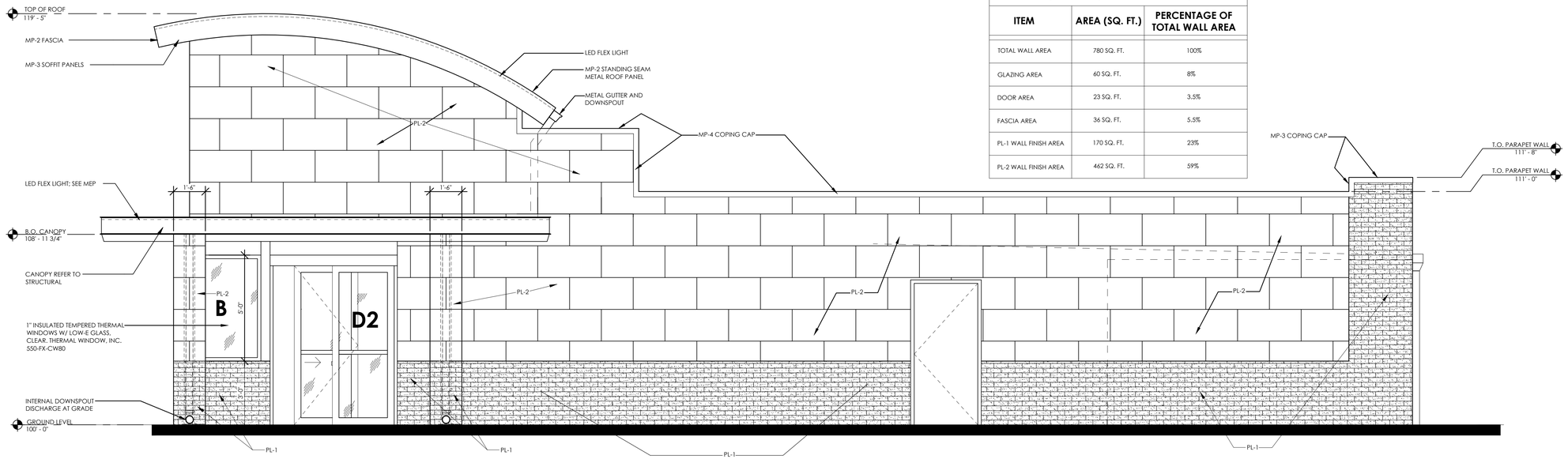
7 BREW COFFEE
LITTLE ELM, TEXAS
2731 LITTLE ELM PKWY
LITTLE ELM, TEXAS 75068

Planning

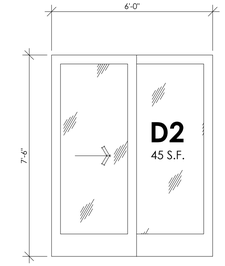
A2.1
EXTERIOR ELEVATIONS

NORTHEAST ELEVATION
EXTERIOR FINISH MATERIALS DATA

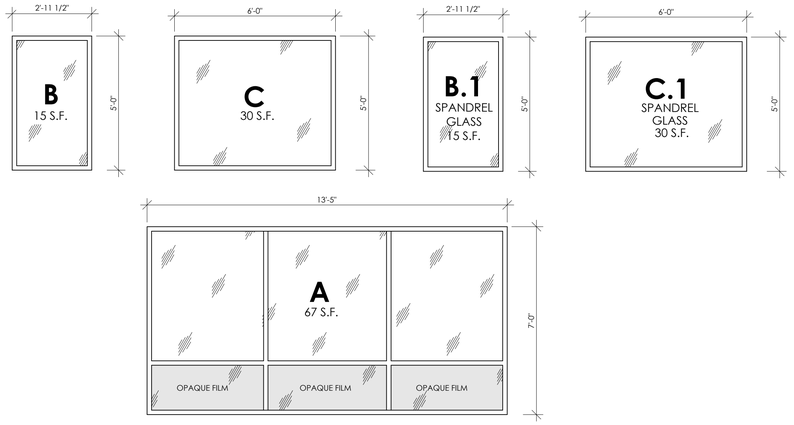
ITEM	AREA (SQ. FT.)	PERCENTAGE OF TOTAL WALL AREA
TOTAL WALL AREA	780 SQ. FT.	100%
GLAZING AREA	60 SQ. FT.	8%
DOOR AREA	23 SQ. FT.	3.5%
FASCIA AREA	36 SQ. FT.	5.5%
PL-1 WALL FINISH AREA	170 SQ. FT.	23%
PL-2 WALL FINISH AREA	462 SQ. FT.	59%



1 EXTERIOR ELEVATION - NORTHEAST
3/8" = 1'-0"



SLIDING GLASS DOOR



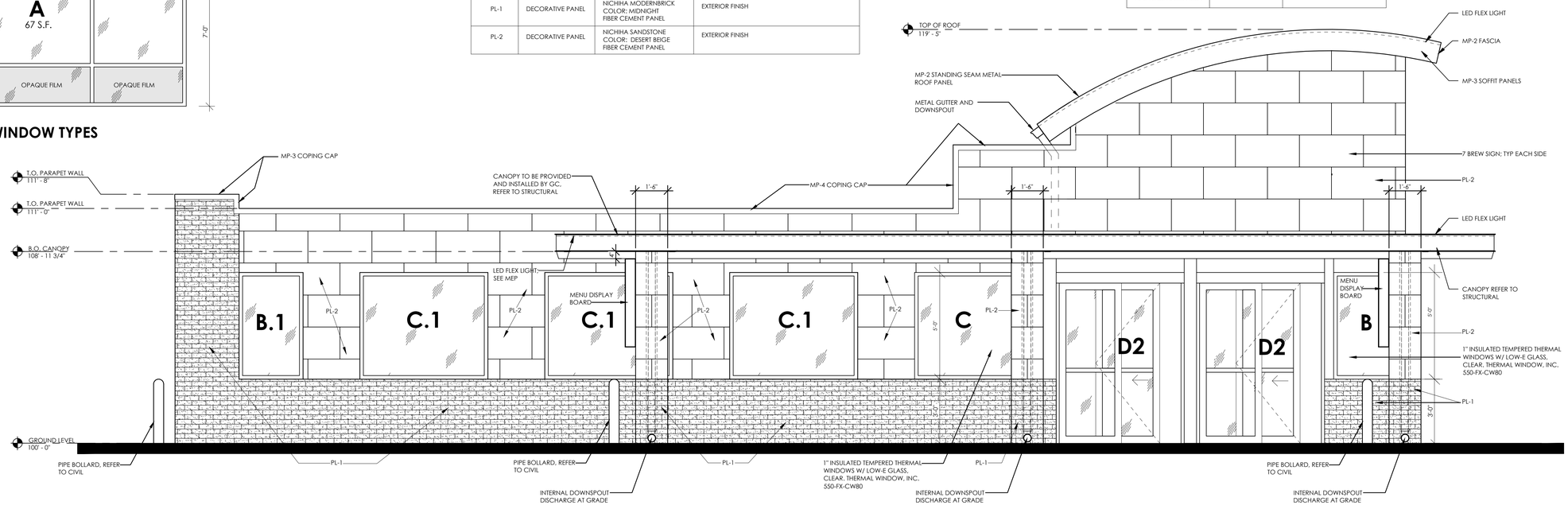
WINDOW TYPES

EXTERIOR FINISH MATERIALS SCHEDULE

SYMBOL	ITEM	DESCRIPTION	REMARKS
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PL-1	DECORATIVE PANEL	NICHIHA MODERNBRICK COLOR: MIDNIGHT FIBER CEMENT PANEL	EXTERIOR FINISH
PL-2	DECORATIVE PANEL	NICHIHA SANDSTONE COLOR: DESERT BEIGE FIBER CEMENT PANEL	EXTERIOR FINISH

SOUTHWEST ELEVATION
EXTERIOR FINISH MATERIALS DATA

ITEM	AREA (SQ. FT.)	PERCENTAGE OF TOTAL WALL AREA
TOTAL WALL AREA	780 SQ. FT.	100%
GLAZING AREA	240 SQ. FT.	31%
FASCIA AREA	55 SQ. FT.	8%
PL-1 WALL FINISH AREA	160 SQ. FT.	22%
PL-2 WALL FINISH AREA	378 SQ. FT.	48%



2 EXTERIOR ELEVATION - SOUTHWEST
3/8" = 1'-0"

SUP-25-002782

7 BREW COFFEE DRIVE THRU

REGISTERED ARCHITECT JOHN D. ELSEY STATE OF TEXAS

ARCHITECT OF RECORD:

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LICENSE NO. 24757
LICENSE EXPIRATION DATE: 01/31/26

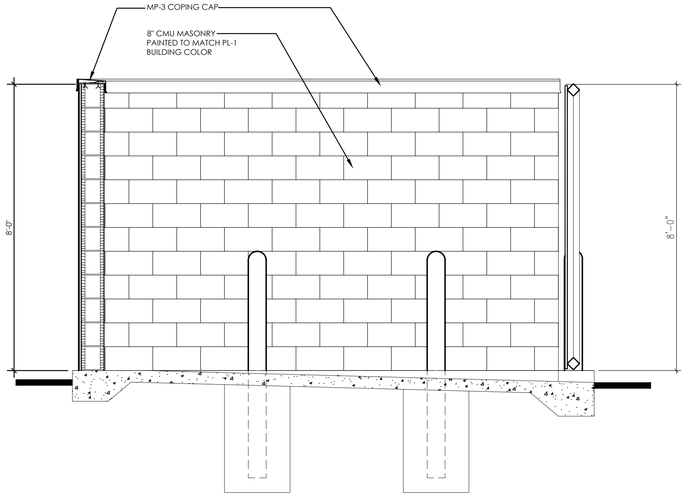
PROJECT NUMBER: 58104
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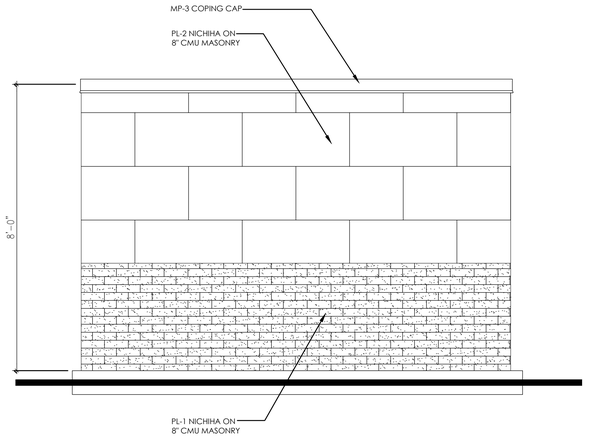
7 BREW COFFEE
LITTLE ELM, TEXAS
2731 LITTLE ELM PKWY
LITTLE ELM, TEXAS 75068

Planning

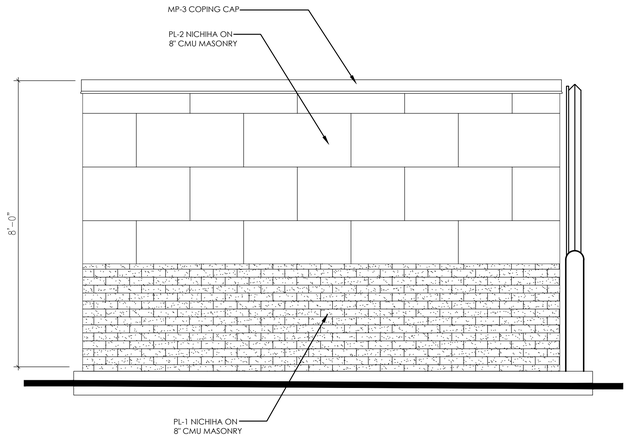
A2.2
EXTERIOR ELEVATIONS



5 TRASH ENCLOSURE - SECTION DETAIL
1/2" = 1'-0"



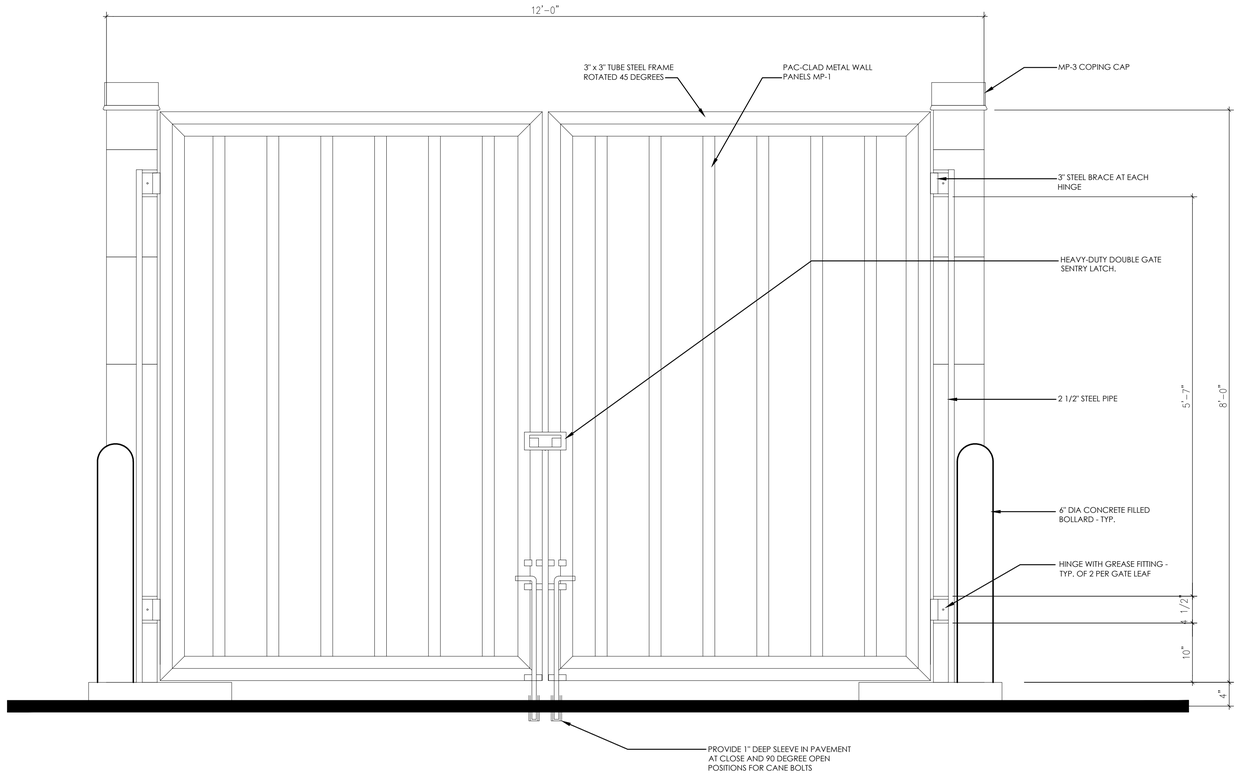
4 TRASH ENCLOSURE - SOUTHWEST ELEVATION
1/2" = 1'-0"



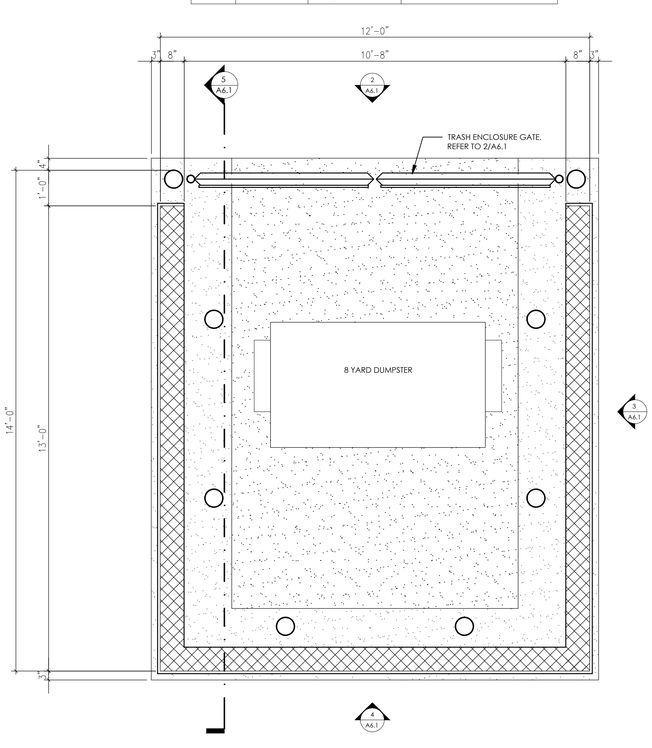
3 TRASH ENCLOSURE - SOUTHEAST ELEVATION
1/2" = 1'-0"

EXTERIOR FINISH MATERIALS SCHEDULE

SYMBOL	ITEM	DESCRIPTION	REMARKS
MP-1	METAL PANEL AND BRAKE METAL	PAC-CLAD 16" METAL WALL PANEL COLOR: ONYX (MATTE FINISH)	TRASH ENCLOSURE GATE AND TRIM
MP-2	BRAKE METAL	COLOR: PACIFIC BLUE FINISH: SMOOTH	METAL ROOF, COPING AND CANOPY COLUMNS
MP-3	BRAKE METAL	COLOR: ONYX FINISH: SMOOTH	METAL SOFFIT AND METAL COPING
MP-4	BRAKE METAL	COLOR: SANDSTONE FINISH: SMOOTH	METAL COPING AT SIDE WALLS
MP-5	BRAKE METAL	COLOR: CLEAR ANODIZED FINISH: SMOOTH	TRIM AT STOREFRONT
PL-1	DECORATIVE PANEL	NICHIHA MODERNBRICK COLOR: MIDNIGHT FIBER CEMENT PANEL	EXTERIOR FINISH
PL-2	DECORATIVE PANEL	NICHIHA SANDSTONE COLOR: DESERT BEIGE FIBER CEMENT PANEL	EXTERIOR FINISH



2 TRASH ENCLOSURE - NORTHEAST ELEVATION
1" = 1'-0"



1 TRASH ENCLOSURE
1/2" = 1'-0"

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7 BREW COFFEE
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REGISTERED ARCHITECT
JOHN D. ELSEY
STATE OF TEXAS

ARCHITECT OF RECORD:
NAME: JOHN D. ELSEY
LICENSE NO. 24757
LICENSE EXPIRATION DATE: 01/31/26

PROJECT NUMBER: 58104
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Planning
A6.1
TRASH ENCLOSURE DETAILS

EXTERIOR FINISH LEGEND

Brick
Nichiha
Modernbrick
Midnight

Masonry
Nichiha
Sandstone
Desert Beige

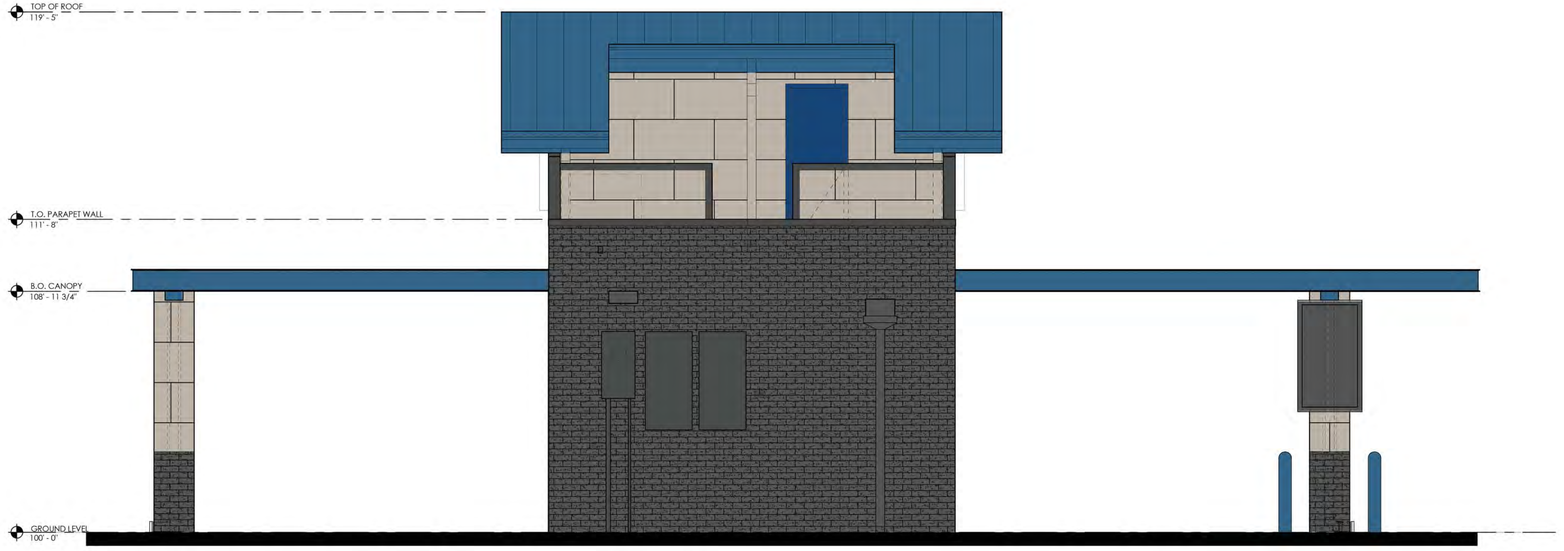
Brake Metal
Pacific Blue
Columns, Fascia, and Roof

White Metal
Storefront and Windows

Coping Cap, Soffit
Matte Black

Mech./ Elec. Equipment.

Doors
Honorable Blue
(SW6811)



2 EXTERIOR ELEVATION - NORTHWEST
3/8" = 1'-0"



1 EXTERIOR ELEVATION - SOUTHEAST
3/8" = 1'-0"

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7 BREW COFFEE
SEVEN BREW DRIVE THRU

REGISTERED ARCHITECT
JOHN D. ELSEY
STATE OF TEXAS

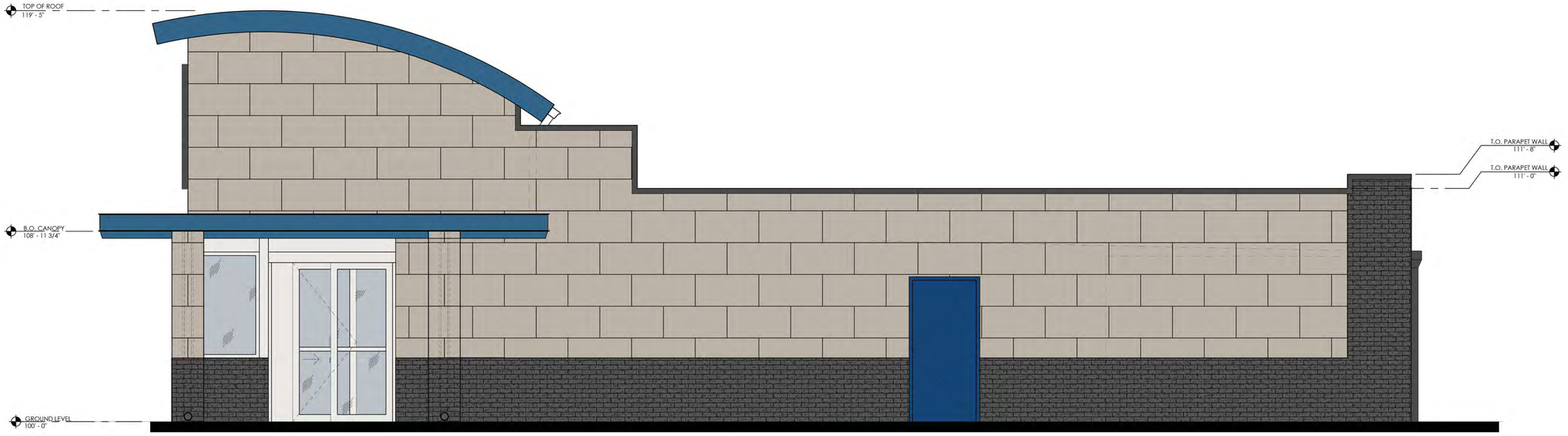
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Planning
A2.1
EXTERIOR ELEVATIONS



1 EXTERIOR ELEVATION - NORTHEAST
3/8" = 1'-0"



2 EXTERIOR ELEVATION - SOUTHWEST
3/8" = 1'-0"

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7 BREW COFFEE
DRIVE THRU

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Planning
A2.2
EXTERIOR ELEVATIONS



4 TRASH ENCLOSURE - SOUTHWEST ELEVATION
1/2" = 1'-0"



3 TRASH ENCLOSURE - SOUTHEAST ELEVATION
1/2" = 1'-0"



2 TRASH ENCLOSURE - NORTHEAST ELEVATION
1" = 1'-0"

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A6.1
TRASH ENCLOSURE DETAILS