

REIMBURSEMENT AGREEMENT
BY AND BETWEEN THE CITY OF SUGAR LAND, TEXAS
AND JOHN S. BEESON, TRUSTEE

THE STATE OF TEXAS §
 § KNOWN ALL BY THESE PRESENTS:
COUNTY OF FORT BEND §

This Reimbursement Agreement (this "Agreement"), is made and entered into by and between the City of Sugar Land, Texas (the "City"), a home rule municipal corporation situated in Fort Bend County, Texas and operating pursuant to its home rule charter and the constitution and laws of the state of Texas, and John S. Beeson, Trustee (the "Developer") (collectively, the "Parties").

RECITALS

WHEREAS, the City is a home rule municipal corporation that provides a full range of governmental services to its citizens; and

WHEREAS, the Developer owns a majority of the 21.4107 acres, described more fully on **Exhibit A**, (the "Property"), which is wholly located inside the corporate City limits; and

WHEREAS, the Developer desires to develop the Property as a single-family residential community, which all is located inside the City limits, as shown on the land plan attached as **Exhibit B**; and

WHEREAS, the Developer petitioned the City Council of the City (the "District Petition"), pursuant to Subchapter A of Chapter 372, Texas Local Government Code to establish within the City a public improvement district on the Property (the "District"); and

WHEREAS, on April 6, 2021, the City Council held a public hearing pursuant to Section 372.009 of the Texas Local Government Code, to receive public testimony and input relative to the creation of said public improvement district in the City; and

WHEREAS, on April 6, 2021, the City Council passed Resolution No. 21-04, authorizing creation of the District; and

WHEREAS, the Developer listed the projects that will be constructed by the Developer and the pro-rata cost sharing between the City and the Developer (the "Facility Cost Estimate"), which is attached to this Agreement as **Exhibit C**; and

WHEREAS, the City will reimburse the Developer for the City's pro-rata share of the projects listed on the Facility Cost Estimate in an estimated amount of \$1,555,636 plus actual interest, not to exceed \$1,742,312; and

WHEREAS, subject to the terms of this Agreement, the Developer is willing to construct the facilities on the Facility Cost Estimate, and the Developer consents to the City levying an assessment on the Property; and

WHEREAS, the Parties entered into an Agreement on May 20, 2021, and now wish to amend Article III and Exhibits C and D of the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises, agreements, undertakings, payments and agreements contained herein, the City and the Developer agree as follows:

ARTICLE I CONSTRUCTION OF THE FACILITIES

Section 1.1. Facilities. The Developer shall be responsible for pre-funding all costs associated with the acquisition and construction of the public water, wastewater, and storm drainage facilities within the boundaries of the Property, sidewalks and streets, the creation of the District, a sanitary sewer line to the City designated outfall which a portion is not within the boundaries of the Property or the District, and all associated costs with these projects (the "Facility" or "Facilities"). The Developer, in its sole discretion, may elect to construct the Facilities in one or more phases. The anticipated Facilities are more particularly described and cost estimates provided in the Facility Cost Estimate.

Section 1.2. Facilities' Costs. The "Facilities' Costs" include all costs related to design, surveying, materials, labor, construction, and inspection; engineering and testing fees and expenses; erosion control; legal fees and expenses; deed or easement land costs for property arising in connection with the Facilities; and all costs incurred in connection with obtaining governmental approvals, certificates or permits required as a part of the Facilities.

Section 1.3. Land Acquisition. Any additional land acquisitions, other than street right-of-way, drainage right-of-way, utility right-of-way or easements are subject to approval by the City's city council of the land to be acquired. Failure to obtain city council approval prior to the land acquisition will result in the costs of the acquisition as well as the cost of the land being deemed non-reimbursable Facility Costs under this Agreement.

Section 1.4. Design and Construction. Upon the Developer's completion, and the City's review and approval of the design of the Facilities by the City, the Developer will solicit bids and award the contract for the construction of the Project. The Developer

shall ensure that the design and construction contracts for each phase of the Facilities will be advertised and awarded in accordance with all competitive purchasing requirements applicable to municipal contracts. The Facilities will be constructed in accordance with the design approved by the City.

Section 1.5. Government Requirement and Approvals. The Developer or its consultants will apply for and obtain all necessary subdivision plats, if required, permits, licenses, variances, and approvals that are necessary to construct the Facilities. These expenses are considered reimbursable Facilities' Costs under this Agreement.

Section 1.6. Payment of Facilities. The Developer shall pre-fund all design, surveying, testing, erosion control, inspection, and construction costs for each phase of the Facilities, as such costs are incurred. These expenses are considered reimbursable Facilities' Costs under this Agreement.

Section 1.7. Inspection. City representatives shall be permitted to make periodic on-the-ground inspections of any and all Facilities.

Section 1.8. Completion and Acceptance of the Facilities. Upon completion of each phase of the Facilities, City representatives shall inspect the same and, if the City finds the same has been completed in accordance with the approved plans and specifications, the City will accept the conveyance of same, except for detention facilities. In the event that any phase of the Facilities has not been completed in accordance with the approved plans and specifications, the City will immediately advise the Developer in what manner said Facilities do not comply, and the Developer shall immediately correct the same. Upon the City's acceptance of any phase of the Facilities, the Developer shall convey such phase to the City.

Section 1.9. Warranty and Maintenance. The Developer shall guarantee each phase of the Facilities to be free of defects in materials or workmanship for a period of one year following the conveyance to the City. During the guarantee period, the Developer shall promptly repair any defects in the applicable phase of the Facilities. After the expiration of the one-year guarantee period, the City shall be solely responsible for the repair and maintenance of the Facilities.

Section 1.10. Easement and Sites. At the time the Developer conveys the Facilities to the City, pursuant to this Agreement, the Developer shall grant to the City fee simple title or public easements to all real property containing such Facilities, free and clear of any liens, claims, or encumbrances. The dedications shall be by appropriate instrument, acceptable in form and substance to the City and the Developer.

Section 1.11. Connection Fees. The City will not charge or levy the Developer a Connection Fee or Impact Fee for providing water and wastewater capacity to the Property.

ARTICLE II
REIMBURSEMENT FOR FACILITIES

Section 2.1. Final Facilities' Cost. Upon completion of a Facility, the Developer will calculate the City's pro-rata share of that Facility in the same percentage and calculation as shown on the Facility Estimated Cost (the "Final Facilities' Cost"). The Final Facilities' Costs will include the Developer and the City's share of the Final Facilities' Costs. The City's pro-rata share of the Final Facilities' Costs are the Final Facilities' Costs, other than the non-reimbursable Developer costs, up to the maximum reimbursement amount.

Section 2.2. Reimbursement Amount. The City agrees to reimburse and pay its portion of the Facilities constructed in one lump sum payment to the Developer. The City shall reimburse the Developer up to \$1,555,636 or the City's pro-rata share of the Final Facilities' Costs plus interest (the "Reimbursement Payment"). Interest will be calculated at the City's true interest cost from its most recent tax exempt (General Obligation) bond issuance, from the time of invoice payment to date of actual payment, (with a maximum interest accrual of 36 months) or \$186,676, whichever is less. The total of the Reimbursement Payment is capped at \$1,742,312.

Section 2.3. Sources of Funding for Reimbursement. Nothing herein shall be deemed or construed to specify or limit the sources of funds from which Reimbursement Payment is to be made or the methods of financing or securing such funds. The obligation of the City hereunder to make the Reimbursement Payment to the Developer shall be a general obligation of the City payable from any funds or sources of funds which are lawfully available or which can be made lawfully available for such purposes when required hereunder. The City agrees to timely take any steps and proceedings as may be necessary to raise and secure such funds.

Section 2.4. Valuation Reimbursement. The City shall not be obligated to reimburse the Developer the Reimbursement Payment until the District has an assessed taxable valuation or assessed valuation as certified by the Fort Bend Central Appraisal District that equals or exceeds \$25,515,776 (the "Valuation Requirement").

Section 2.5. Request for Estimate. After receiving a request for reimbursement from the Developer, the City shall request a certificate of assessed valuation for the District from the Fort Bend Central Appraisal District.

Section 2.6. Written Request for Reimbursement. Before the City shall be required to make the Reimbursement Payment as contemplated in this Agreement, the Developer shall submit to the City a written request for reimbursement and the amount sought for reimbursement. Included with that reimbursement request, the Developer shall submit to the City satisfactory evidence of the Developer's (1) compliance with this Agreement; (2) compliance with competitive bidding requirements; (3) expenditures on

the Final Facilities' Costs; and (4) confirmation that all Facilities in the District have been accepted by the City, as described in Section 1.8. The City will engage an independent audit firm to conduct a review of the reimbursement documentation for compliance with these requirements.

Section 2.7. Timing for Reimbursement. The City will pay the Reimbursement Payment for the Final Facilities' Costs to the Developer within 120 days from receipt of the written reimbursement request by the Developer and satisfaction of this Agreement.

Section 2.8. Prohibition to Offset. The City shall make all reimbursement, pursuant to this Agreement, without counterclaim or offset, once the provisions of this Agreement are satisfied.

ARTICLE III ASSESSMENT

Section 3.1. Assessment and Service Plans. The City will adopt Assessment and Service Plans in accordance with sections 372.013 and 372.014 of the Texas Local Government Code (as may be amended).

Section 3.2. Assessment Rate. The Parties agree that the City may levy an assessment against the Property. The City, in its sole discretion and in accordance with this Agreement, may establish the assessment to each individual property owner for the property owners' pro-rata costs of the Facilities in the District (the "Assessment Rate"). The City will levy the Assessment on the property in the District by ordinance. The Assessment Rate will be billed on the property owners' annual ad valorem tax statement, commencing with the 2024 tax year.

Section 3.3. Calculation of the Assessment Rate. The assessment shall be levied on the annual tax bill as a fee per lot for platted property based on the status of the parcel as of January 1 of that year and regardless of the development status of each parcel. The annual assessment revenue will be calculated in an amount sufficient to meet the next year's debt service payment, less a City contribution to be calculated annually based on a percentage, not to exceed 50% or \$52,590, of the City property taxes paid to the City from the prior year from properties within the district. The assessment for the 2024 tax year is estimated to be \$935.00 per lot but may be adjusted by City Council following the annual review of the service plan.

Section 3.4. Length of Assessment Rate. The length of Assessment Rate shall not exceed the term of any bonds issued by the City in connection with the Reimbursement Payment, or 25 years from the initial assessment, whichever is less.

ARTICLE IV PROPERTY DISCLOSURES

Section 4.1. Notice to Purchasers. Within 30 days of execution of this Agreement, the Developer shall cause to be filed in the deed records of Fort Bend County a copy of **Exhibit D**, the Notice to Purchasers. The Notice to Purchasers regarding purchasing property inside the District shall be given to each prospective purchaser prior to execution of a binding contract of sale and purchase, either separately or as an addendum or paragraph of a purchase contract and will be maintained on file by each homebuilder and available for inspection by the City. At the closing of purchase and sale by the Developer, a separate copy of the Notice to Purchasers with current information shall be executed by the seller and purchaser, acknowledged, and thereafter recorded in the deed records of Fort Bend County. The Notice to Purchasers shall run with the Property until the City has dissolved the District. This Notice to Purchasers alerts any prospective property owner of the existence or proposal of Assessment Rates on the Property. All closing statements must specify which party is responsible for payment of the total assessment on a pro-rata share thereof.

Section 4.2. MLS Disclosure. In any contract with a homebuilder for the District, the Developer must require the homebuilder to disclose the District on any MLS listing.

Section 4.3. Signage. The Developer will install and maintain for the duration of the District signage identifying the area as a Public Improvement District (PID) at major entryways and exits of the Property. The signage must be approved by the City prior to installation to ensure it meets City standards and specifications.

Section 4.4. Information in Promotional Materials. The Developer will require homebuilders to include signage and information flyers in any sales centers within the District that include frequently asked questions, total assessment, average annual installment, and equivalent tax rate for the PID.

ARTICLE V DEFAULT

Section 5.1. Default by Either Party. In the event of default by the Developer or the City for any reason, the Parties shall have available any and all remedies at law and in equity, including without limitation, injunctive relief and mandamus. Either party may employ attorneys to pursue its legal rights under this Agreement, and the prevailing party shall be entitled to payment by the other party of all reasonable attorneys' fees incurred by the prevailing party, as provided by Subchapter I, of Chapter 271, Texas Local Government Code.

ARTICLE VI MISCELLANEOUS

Section 6.1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 6.2. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall never be construed to confer any benefit or obligation upon any third party, except the successor in title to the Property.

Section 6.3. Term. Except as otherwise provided herein, this Agreement shall be in force and effect from the date of execution hereof. This Agreement shall terminate 26 years after the first date the Property reaches the Valuation Requirement.

Section 6.4. Captions. The captions at the beginning of the Articles and Sections of this Agreement are guides and labels to assist in locating and reading such Articles and Sections and, therefore, will be given no effect in construing this Agreement and shall not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 6.5. Recitals. The recitals to this Agreement are incorporated herein.

Section 6.6. Binding Obligation. This Agreement shall become a binding obligation of the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

Section 6.7. Authorization. The City Council shall authorize the City Manager to execute this Agreement on behalf of the City.

Section 6.8. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 6.9. Filing in Deed Records. This Agreement shall be filed in the deed records of Fort Bend County, Texas. The provisions of this Agreement shall be deemed to run with the Property and shall be binding on heirs, successors and assigns of Developer.

Section 6.10. Assignment. This Agreement shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party, which will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer of the City.

Section 6.11. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the address set forth below or to such other single address as either party hereto shall notify the other:

If to the City: City of Sugar Land

P.O. Box 110
Sugar Land, TX 77487-0110
Attn: City Manager

If to the Developer: John S. Beeson, Trustee
c/o Beeson Properties
1020 West Loop North, Suite 200
Houston, Texas 77055

With a copy to: J. George Carmichael
c/o Carmichael Development Company
4550 Post Oak Place Dr., S-340
Houston, Texas 77027

Section 6.12. Amendments. This Agreement may not be amended except in writing specifically referring to this Agreement and signed by the City and the Developer. A right created under this Agreement may not be waived except in a writing specifically referring to this Agreement and signed by the party waiving the right.

Section 6.13. Merger. This Agreement embodies the entire understanding between the Parties and there are no prior effective representations, warranties or agreements between the Parties except as set forth in the City Resolution consenting to the creation of the District.

Section 6.14. Counterparts. This Agreement may be executed in several counterparts, by separate signature parts, and/or by facsimile, each of which may be deemed an original and all of such counterparts and/or separate signature pages together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the City and the Developer have entered into this Agreement in multiple counterparts, each of which shall be deemed an original, as of the ____ day of _____, 2023.

CITY OF SUGAR LAND, TEXAS

By: _____
Michael W. Goodrum
City Manager

ATTEST:

By: _____
Robin Lenio
City Secretary

APPROVED AS TO FORM:



THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument as acknowledged before me on _____, 2023, by _____, City Manager of the City of Sugar Land, Texas, on behalf of the City.

Notary Public, State of Texas

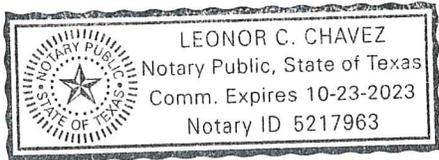
(NOTARY SEAL)

John S. Beeson Trustee

By: John S. Beeson, Trustee
Beeson Properties
1020 West Loop North, Suite 200
Houston, Texas 77055

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument as acknowledged before me on October 18, 2023, by John S. Beeson, [title] of _____, on behalf of the Trustee.



(NOTARY SEAL)

Leonor C. Chavez
Notary Public, State of Texas

Exhibit A – 21,4107 acres

A TRACT OF LAND CONTAINING 21,4107 ACRES IN FORT BEND COUNTY, TEXAS; OUT OF THE BROWN AND BELKNAP SURVEY, ABSTRACT NUMBER 15 AND OUT OF THE WM, HODGE SURVEY, ABSTRACT NUMBER 196. THE SAID 21.4107 ACRE TRACT IS MORE FULLY DESCRIBED AS FOLLOWS: BEARING BASIS IS THE SOUTH RIGHT-OF-WAY LINE OF WEST AIRPORT BOULEVARD BEING NORTH 89 DEGREES 53 MINUTES 34 SECONDS EAST;

BEGINNING AT 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING FOUND IN THE SOUTH RIGHT-OF-WAY OF WEST AIRPORT BLVD. AND BEING THE NORTHEAST CORNER OF THE RESERVE AT GLEN LAUREL AND THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE SOUTHEASTERLY ALONG THE SOUTH RIGHT-OF-WAY OF WEST AIRPORT BLVD. AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 1950.00 FEET, AN ARC LENGTH OF 385.73 FEET A CENTRAL ANGLE OF 11 DEGREES 20 MINUTES 01 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 86 DEGREES 44 MINUTES 57 SECONDS EAST, 385.10 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" FOUND FOR CORNER;

THENCE SOUTH 81 DEGREES 04 MINUTES 57 SECONDS EAST, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF SAID WEST AIRPORT BLVD. A DISTANCE OF 100.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE SOUTHEASTERLY, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF SAID WEST AIRPORT BLVD. AND SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 120.29 FEET, A RADIUS OF 2050 FEET, A CENTRAL ANGLE OF 03 DEGREES 21 MINUTES 43 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 82 DEGREES 45 MINUTES 48 SECONDS EAST, 120.27 FEET TO POINT FOR CORNER;

THENCE NORTH 05 DEGREES 36 MINUTES 06 SECONDS EAST, OVER AND ACROSS SAID WEST AIRPORT BOULEVARD RIGHT-OF-WAY, 92.93 FEET TO A POINT FOR CORNER IN A CURVE TO THE LEFT;

THENCE OVER AND ACROSS SAID RIGHT-OF-WAY, ALONG SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 313.87 FEET, A RADIUS OF 2125.74 FEET, A CENTRAL ANGLE OF 08 DEGREES 27 MINUTES 36 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 88 DEGREES 58 MINUTES 12 SECONDS EAST, 313.59 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 87 DEGREES 26 MINUTES 53 SECONDS EAST, OVER AND ACROSS SAID RIGHT-OF-WAY, 39.42 FEET TO A POINT FOR CORNER;

THENCE SOUTH 02 DEGREES 34 MINUTES 16 SECONDS EAST, OVER AND ACROSS SAID RIGHT-OF-WAY, 39.42 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID WEST AIRPORT BOULEVARD;

THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF SAID WEST AIRPORT BOULEVARD, NORTH 87 DEGREES 25 MINUTES 44 EAST, A DISTANCE OF 711.24 FEET TO A FOUND 5/8 INCH IRON ROD FOR ANGLE POINT;

THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF SAID WEST AIRPORT BOULEVARD, SOUTH 87 DEGREES 58 MINUTES 57 EAST, A DISTANCE OF 150.00 FEET TO A FOUND 5/8 INCH IRON ROD FOR ANGLE POINT;

THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF SAID WEST AIRPORT BOULEVARD, NORTH 87 DEGREES 25 MINUTES 44 EAST, A DISTANCE OF 150.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING FOUND FOR ANGLE POINT;

THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY OF SAID WEST AIRPORT BOULEVARD, SOUTH 47 DEGREES 34 MINUTES 16 EAST, A DISTANCE OF 29.09 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND FOR ANGLE POINT ON THE WEST RIGHT-OF-WAY LINE OF ELDRIDGE ROAD (RIGHT-OF-WAY VARIES), FROM WHICH A FOUND 5/8 INCH IRON ROD BEARS NORTH 42 DEGREES 42 MINUTES WEST, 1.07 FEET;

THENCE SOUTH 02 DEGREES 26 MINUTES 50 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID ELDRIDGE ROAD, A DISTANCE OF 400.95 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER ON THE NORTH LINE OF BLOCK 1 OF GREENBRIAR ADDITION AS RECORDED IN SLIDE 92B/93A FORT BEND COUNTY PLAT RECORDS;

THENCE NORTH 87 DEGREES 38 MINUTES 10 SECONDS WEST, ALONG THE NORTH LINE OF SAID GREEN BRIAR ADDITION, A DISTANCE OF 1996.82 FEET TO A 5/8 IRON ROD FOUND FOR THE SOUTHWEST CORNER ON THE EAST LINE OF RESERVE "I" OF THE RESERVE AT GLEN LAUREL AS RECORDED IN PLAT NO. 2004029711 PLAT RECORDS FORT BEND COUNTY.

THENCE NORTH 02 DEGREES 26 MINUTES 05 SECONDS WEST, ALONG THE EAST LINE OF SAID THE RESERVE AT GLEN LAUREL, A DISTANCE OF 526.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.4107 ACRES (932,653 SQUARE FEET) OF LAND MORE OR LESS.

Exhibit B – Land Plan

Exhibit C – Facility Cost Estimate

Summary of Assumptions

Total Lots to be developed		89
Average Home Value- 2024	\$	400,000
Development over 2 years- 3-4 homes per month		
Estimated Value		36,468,000
Estimated Taxable Value (Net of 15% Homestead Exemption)		30,997,800
		at completion- tax year 2025

Cash from Assessments to be accumulated
 Reimbursement financed through Debt Issuance
 Maximum 20 years contributions from taxes and assessments

Assumed AV Growth (revaluation)		0.0%
City Tax Rate (2022 adopted)	\$	0.34650
City contributes 50% of prior year property taxes collected from property within the PID		
<i>Limited to 20 years, capped at \$52,590 per agreement</i>		
Annual Assessment Per Lot- Flat Rate	\$	935
<i>Assessments begin in 2024, (FY25) limited to 20 years</i>		Estimated

Reimbursement Estimates

Maximum Developer Reimbursement for Public Infrastructure	\$	1,555,636
Developer Interest -3 yrs (or TCEQ limits)		186,676
Total Reimbursement	\$	1,742,312
Financing cost of Developer Reimbursement @ 5%	\$	2,610,000
Total assessment collections & audit cost		6,050
Total Expenses to be funded	\$	2,616,050

Reimbursement trigger:

Value on Certified Tax Roll- net of Exemptions **\$ 25,515,776** per original agreement
 Developer must submit request with documentation, PID to audit and pay within 180 days **Assumed 80% of NAV**

PID to conduct reimbursement audit: Estimated Cost		5,000
Annual cost to bill & collect assessments		50
Paid by City Taxes over 20 Years	\$	900,396
Paid by Assessments over 20 years		1,664,300
Estimated Interest Income @ 4%		99,575
Total Revenue Sources	\$	2,664,270

Variance: Est. Revenues (20 Yr) - Est Expenses (16 Yr Repayment)

Per Lot Contribution by City	\$	10,117
Per Lot PID Assessment- 20 years		18,700
Estimated Contribution per Lot	\$	28,817

capped at \$52,590 annual per original agreement

Park at Eldridge PID

Updated July 12, 2023

Average Home Price 89 400,000 in 2023 per developer
 414,000 Oct 2023 - 3.5% Increase in avg price

Homes 89
 Buildout Time 24 months

Month	Homes	Market Value	HS Exempt	Taxable Value	Cumulative Taxable Value	lots delivered	cumulative homes
Jan-24	0						
Feb-24	3	1,200,000	180,000	1,020,000	1,020,000	1	
Mar-24	3	1,200,000	180,000	1,020,000	2,040,000	2	
Apr-24	3	1,200,000	180,000	1,020,000	3,060,000	3	
May-24	3	1,200,000	180,000	1,020,000	4,080,000	4	
Jun-24	3	1,200,000	180,000	1,020,000	5,100,000	5	
Jul-24	4	1,600,000	240,000	1,360,000	6,460,000	6	
Aug-24	4	1,600,000	240,000	1,360,000	7,820,000	7	
Sep-24	4	1,600,000	240,000	1,360,000	9,180,000	9	used for: Jan 2025 AV
Oct-24	4	1,656,000	248,400	1,407,600	10,587,600	10	
Nov-24	4	1,656,000	248,400	1,407,600	11,995,200	11	
Dec-24	4	1,656,000	248,400	1,407,600	13,402,800	13	
Jan-25	4	1,656,000	248,400	1,407,600	14,810,400	14	
Feb-25	4	1,656,000	248,400	1,407,600	16,218,000	16	
Mar-25	3	1,242,000	186,300	1,055,700	17,273,700	17	
Apr-25	4	1,656,000	248,400	1,407,600	18,681,300	18	
May-25	4	1,656,000	248,400	1,407,600	20,088,900	20	
Jun-25	3	1,242,000	186,300	1,055,700	21,144,600	21	
Jul-25	4	1,656,000	248,400	1,407,600	22,552,200	22	
Aug-25	4	1,656,000	248,400	1,407,600	23,959,800	23	
Sep-25	4	1,656,000	248,400	1,407,600	25,367,400	25	used for: Jan 2026 AV
Oct-25	4	1,656,000	248,400	1,407,600	26,775,000	26	
Nov-25	4	1,656,000	248,400	1,407,600	28,182,600	28	
Dec-25	4	1,656,000	248,400	1,407,600	29,590,200	29	
Jan-26	4	1,656,000	248,400	1,407,600	30,997,800	30	used for: Jan 2027 AV
Total	89	36,468,000	5,470,200	30,997,800			89

Reimb Threshold per Original Agreement

\$ 25,515,776

82%

Park at Airport PID
As of January 1

Updated July 12, 2023

Debt Service on the Bonds

Assumed Capped Debt Int for 3 yrs

Assumed AV Growth

2022 Tax rate
0% revaluation \$ 0.3465 tax rate

Assessment per Lot 20 Years
\$ 935 Assessment

Yr	Fiscal Year	Principal	Interest (Est @ 5%)	Total	Outstanding Principal	Collection & Audit Cost	Total Annual Expenditures	Anticipated Taxable Value	Avg Net Taxable Value	City Tax Rate	50% of City Tax Rate	City Contrib 50% (98.5% capped at \$52,590 per assessment)	# lots assessed	Assessment Per Lot	Assessment Revenue	Estimated Interest Income	Annual Revenue	Annual Net Income	Cumulative Fund Balance - (must be positive)
1	2023	1,800,000	0	1,800,000	1,800,000	100	100	9,180,000	103,146	0.34650	0.17325	-	89	935	83,215	3,463	86,678	86,578	-
2	2024	1,800,000	0	1,800,000	1,800,000	50	50	25,367,400	285,027	0.34650	0.17325	15,666	89	935	83,215	7,073	90,288	90,238	176,816
3	2025	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	43,290	89	935	83,215	11,485	110,366	110,316	287,131
4	2026	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	15,149	141,654	141,604	378,735
5	2027	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	12,999	148,804	148,754	53,746
6	2028	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	10,993	146,798	146,748	(50,127)
7	2029	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	9,138	144,943	144,893	(46,357)
8	2030	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	7,439	143,244	143,194	(42,431)
9	2031	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	5,904	141,709	141,659	(38,341)
10	2032	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	4,539	140,344	140,294	(34,081)
11	2033	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	3,351	139,156	139,106	(29,644)
12	2034	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	2,348	137,341	137,291	(25,022)
13	2035	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	925	136,730	136,680	(21,195)
14	2036	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	52	136,327	136,277	(17,973)
15	2037	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	336	136,141	136,091	(14,534)
16	2038	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	76	136,181	136,131	(11,311)
17	2039	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	651	136,456	136,406	(7,931)
18	2040	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	875	136,680	136,630	(4,544)
19	2041	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215	473	136,278	136,228	(1,288)
20	2042	1,800,000	0	1,800,000	1,800,000	50	50	30,997,800	348,290	0.34650	0.17325	52,590	89	935	83,215				18,103
Total		\$ 1,800,000	\$ 810,000	\$ 2,610,000		6,050	2,616,050					900,396		18,700	1,664,300	99,575			48,220

Avg Ann DS 145,000

Total Costs to be Incurred \$ 2,616,050

Total Developer Reimburs \$ 1,742,312

Limit assessment to 20 Years

Total Cost per Lot 29,394

Debt Infrastructure Reimb 1,555,636

Revised PID estimates

Reduce final assessment to Offset

City Taxes	900,396
Funded from Assessments	1,664,300
Est Interest Income	99,575
Total Revenue per Lot	2,664,270
Est Per Lot Revenue	29,936
Variance	542

Total Bond Issuance \$ 1,800,000

Original	\$1,393,825.52
Revised	\$1,244,508.52
Contingency	\$124,450.85
Engineering	\$186,676.28
Revised Total	\$1,555,635.65

Below is my calc of the reduced PID costs. We can use these numbers for now:

Expires 11/7/2022

Can adjust final year assessment to offset

Exhibit D – Notice to Purchaser

EXHIBIT D

NOTICE TO PURCHASERS

The real property, described below, that you are about to purchase is located in The Park at Eldridge Public Improvement District (the "District"). Pursuant to Subchapter A, Chapter 372, Texas Local Government Code, the City of Sugar Land, Texas (the "City") can levy an assessment over the District, which is separate from any other taxing or assessment authority. The City has the authority to levy and impose an assessment on property within the District to pay for the cost of improvements that the District is authorized to provide. The District may exercise this authority without holding an election on the matter.

The City shall levy an assessment on the annual tax bill as a fee per lot for platted property, and as a fee per acre for unplatted property based on the status of the parcel as of January 1 of that year. The annual assessment revenue will be calculated in an amount sufficient to meet the next year's debt service payment. The proposed method of assessment, which may specify included or excluded classes of assessable property, is based on the real property and real property improvements as determined by the Fort Bend Central Appraisal District.

The City's estimated assessment is \$935.00 per lot for the tax year 2024.

An unpaid assessment is a personal obligation of the person that owned the property at the time of levy and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid assessments on a tract of property in the District.

The District is located within the corporate boundaries of the City. The taxpayers of the District are subject to the taxes imposed by the City and assessments or taxes imposed by the City until the District is dissolved. By law, a district located within the corporate boundaries of a city may be dissolved by municipal ordinance without the consent of the district or voters of the district.

The purpose of this District is to provide water, wastewater, and storm drainage facilities within the District through the levy of an assessment. The cost of these facilities is not included in the purchase price of your property, and these facilities are owned or to be owned by the City.

The legal description of the property you are acquiring is as follows:

(See attached **Exhibit A**.)

EXHIBIT D

SELLER:

(Date)

Signature of Seller

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE CITY AT ANY TIME. THE CITY ROUTINELY ESTABLISHES ASSESSMENT RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE UPCOMING YEAR. PURCHASER IS ADVISED TO CONTACT THE CITY TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

(Date)

Signature of Purchaser