



**NOTICE OF
REGULAR MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN AVENUE, HICKORY CREEK, TEXAS 75065
MONDAY, AUGUST 23, 2021, 6:00 PM**

AGENDA

Call to Order

Roll Call

Pledge of Allegiance to the U.S. And Texas Flags

Invocation

Proclamations

- [1.](#) September 2021 as "Live United Month"

Items of Community Interest

Pursuant to Texas Government Code Section 551.0415 the Town Council may report on the following: expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of an individual; a reminder about an upcoming event organized or sponsored by the governing body; and announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

Public Comment

This item allows the public an opportunity to address the Town Council. To comply with the provisions of the Open Meetings Act, the Town Council cannot discuss or take action on items brought before them not posted on the agenda. Please complete a request if you wish to address the Town Council. Comments will be limited to three minutes. Open Forum is for information only. No charges and/or complaints will be heard against any elected official, board member, the Town, or employee of the Town that are prohibited by law.

Consent Agenda

Items on the Consent Agenda are considered to be self-explanatory and will be enacted with one motion. No separate discussion of these items will occur unless so requested by at least one member of the Town Council.

- [2.](#) July 2021 Council Meeting Minutes
- [3.](#) July 2021 Financial Statements

- [4.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2021 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.1 including the collection of the 2021 annual installments.
- [5.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2021 annual update to the service and assessment plan and assessment roll for Hickory Creek Public Improvement District No.2 including the collection of the 2021 annual installments.
- [6.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas approving the 2021 annual update to the service and assessment plan and assessment roll for Hickory Creek Farms Public Improvement District including the collection of the 2021 annual installments.
- [7.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas, amending the Code of Ordinances of the Town of Hickory Creek, Texas, Chapter 3: Building Regulations, by amending Article 3.11: Solar Panel Standards; providing for incorporation of premises; providing findings; providing for amendments to the Code of Ordinances.
- [8.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Town Administrator of the Town of Hickory Creek, Texas to execute an interlocal agreement by and between the Town of Hickory Creek and Span, Inc. concerning transportation services.
- [9.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas, hereby ratifying an agreement between the Town of Hickory Creek and Build by I-Codes concerning inspection services and the corresponding charges.

Regular Agenda

- [10.](#) Conduct a public hearing regarding a request from LG Acquisitions, LLC. on behalf of Shirley Mae Goldfield, Richard Goldfield, Brian Goldfield, and Susan Goldfield to amend the current PD (Planned Development) zoning designation on a 24.31 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas, and being part of a called 36.253 acre tract of land described as “Tract 1” and part of a called 3.2515 acre tract of land described as “Tract 2” in Executor’s Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Instrument Number 2019-36351 of the Official Public Records of Denton County, Texas and consider and act on an ordinance adopting the same.
- [11.](#) Conduct a public hearing regarding the voluntary annexation of an 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas, and being part of that tract of land conveyed to CTMGT Turbeville, LLC by Special Warranty Deed, as recorded in Instrument 2011-121574, official public record, Denton County, Texas.
- [12.](#) Conduct a public hearing regarding the creation of a Public Improvement District concerning 18.786 acres of land in the Town’s ETJ owned by Reserve at Hickory Creek, LLC. and generally located at 1745 Turbeville Road.
- [13.](#) Conduct a public hearing regarding the 2021-2022 Fiscal Year Budget.

- [14.](#) Consider and act on an ordinance of the Town Council of the Town of Hickory Creek adopting and approving the budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; providing for expenditure of funds, providing for filing of budget and ordinance.
- [15.](#) Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas hereby authorizing the Mayor of the Town of Hickory Creek, Texas to execute an amendment to an agreement by and between the Town of Hickory Creek, Texas and DFW Boat Charters, LLC.
- [16.](#) First reading of a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a performance agreement by and between the Hickory Creek Economic Development Corporation, and Hard Sun V, a Texas limited liability company, for economic development purposes, authorized pursuant to Sections 501.103, 501.52 and 505.158 of the Texas Local Government Code.
- [17.](#) Second reading of a resolution and consider and action of a resolution of the Town Council of the Town of Hickory Creek, Texas, approving a performance agreement by and between the Hickory Creek Economic Development Corporation, and Hard Sun V, a Texas limited liability company, for economic development purposes, authorized pursuant to Sections 501.103, 501.52 and 505.158 of the Texas Local Government Code.
- [18.](#) Discussion regarding a proposal from Halff Associates, Inc. concerning Hickory Creek Amphitheater project.
- [19.](#) Discussion regarding future implementation of Pratt Property.
20. Discussion regarding golf cart routes in the Town of Hickory Creek and surrounding communities.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council will convene into executive session to discuss the following matters.

Section 551.071

Consultation with Attorney on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation.

Section 551.074

Personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

21. Police Department Personnel

Reconvene into Open Session

22. Discussion and possible action regarding matters discussed in executive session.

Future Agenda Items

The purpose of this section is to allow each Council Member the opportunity to propose that an item be added as a business item to any future agenda. Any discussion of, or a decision about, the subject matter shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Adjournment

The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact Town Hall at 940-497-2528 or by fax 940-497-3531 so that appropriate arrangements can be made.

I, Kristi Rogers, Town Secretary, for the Town of Hickory Creek certify that this meeting notice was posted on the bulletin board at Town Hall, 1075 Ronald Reagan Avenue, Hickory Creek, Texas on August 20, 2021 at 11:00 a.m.

A handwritten signature in cursive script, appearing to read "Kristi Rogers", written over a horizontal line.

Kristi Rogers, Town Secretary
Town of Hickory Creek

Proclamation

by the

Mayor of the Town of Hickory Creek, Texas

WHEREAS, United Way of Denton County has been identifying Denton County's needs and responding to them for over 68 years; and

WHEREAS, United Way of Denton County is unparalleled in the power to assemble partners, providers, and resources to address the needs of neighbors in crisis; and

WHEREAS, United Way of Denton County works with a network of nonprofits across Denton County to address a variety of needs, including feeding those who face food insecurity; preparing children for success in school, work, and life; and connecting those in crisis with resources to pay bills, stay in their homes, and find employment; and

WHEREAS, United Way of Denton County remains committed more than ever before to bring people together to help our communities recover, rebuild and thrive;

NOW, THEREFORE, I, Lynn C. Clark, Mayor of the Town of Hickory Creek, Texas, do hereby proclaim **September 2021 "LIVE UNITED MONTH"** and ask you to join United Way of Denton County in calling on all residents of the Town of Hickory Creek, Texas to LIVE UNITED.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Hickory Creek, Texas to be affixed this the 23rd day of August, 2021.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

**SPECIAL MEETING OF THE TOWN COUNCIL
HICKORY CREEK TOWN HALL
1075 RONALD REAGAN, HICKORY CREEK, TEXAS
MONDAY, JULY 12, 2021**

MINUTES

Call to Order

Mayor Clark called the meeting to order at 6:00 p.m.

Roll Call

The following members were present:

Mayor Lynn Clark

Councilmember Randy Gibbons

Councilmember Richard DuPree

Councilmember Chris Gordon arrived at 6:06 p.m.

Mayor Pro Tem Paul Kenney

Councilmember Ian Theodore

Also in attendance:

John M. Smith, Jr., Town Administrator

Kristi K. Rogers, Town Secretary

Carey Dunn, Chief of Police

Trey Sargent, Town Attorney

Pledge of Allegiance to the U.S. And Texas Flags

Mayor Clark led the Pledge of Allegiance to the U.S. and Texas Flags.

Invocation

Councilmember Ian Theodore gave the invocation.

Items of Community Interest

There were no items of community interest.

Public Comment

There were no speakers for public comment.

Regular Agenda

1. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Cynthia Burkett for services as municipal judge.

Motion made by Councilmember Theodore to approve a resolution authorizing the Mayor to execute an agreement between the Town of Hickory Creek and Cynthia Burkett for services as municipal judge, Seconded by Councilmember DuPree.

Town of Hickory Creek

July 12, 2021

Page 2

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

2. Consider and act on a resolution of the Town Council of the Town of Hickory Creek, Texas authorizing the Mayor of the Town of Hickory Creek, Texas to execute an agreement by and between the Town of Hickory Creek, Texas and Nicholas Wohr for services as municipal judge.

Motion made by Mayor Pro Tem Kenney to approve a resolution authorizing the Mayor to execute an agreement between the Town of Hickory Creek and Nicholas Wohr for services as municipal judge, Seconded by Councilmember DuPree.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

3. Consider and act on an ordinance of the Town Council of the Town of Hickory Creek, Texas appointing a presiding judge and an associate judge for Municipal Court of Record No. 1.

Motion made by Mayor Pro Tem Kenney to approve an ordinance of the Town Council of the Town of Hickory Creek, Texas appointing a presiding judge and an associate judge for Municipal Court of Record No. 1, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

4. Administration of Oaths of Office to the Presiding Judge and Associate Judge of the Municipal Court of Record No. 1.

Mayor Clark administered Oaths of Office to Judge Cynthia Burkett and Judge Nicholas Wohr.

5. Discussion regarding the preliminary 2021-2022 Fiscal Year Budget not limited to, but including council priorities, employee benefits and compensation, operations, projects, strategic planning and tax rate.

Discussion was held regarding the preliminary 2021-2022 Fiscal Year Budget.

Executive Session

In accordance with Texas Local Government Code, Chapter 551, the Town Council convened into executive session at 8:42 p.m. to discuss the following matters.

Section 551.071

Consultation with Attorney on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act, or on matters pertaining to pending or contemplated litigation.

Section 551.074

Personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

6. Review of individual employees' performance

Reconvene into Open Session

The Town Council reconvened into open session at 9:56 p.m.

7. Discussion and possible action regarding matters discussed in executive session.

No action taken.

Future Agenda Items

The following item was requested: review golf cart ordinance.

Adjournment

Motion made by Mayor Pro Tem Kenney to adjourn the meeting, Seconded by Councilmember Theodore.

Voting Yea: Councilmember Gibbons, Councilmember DuPree, Councilmember Gordon, Mayor Pro Tem Kenney, Councilmember Theodore. Motion passed unanimously.

The meeting did then stand adjourned at 9:58 p.m.

Approved:

Attest:

Lynn C. Clark, Mayor
Town of Hickory Creek

Kristi K. Rogers, Town Secretary
Town of Hickory Creek

11:25 AM
08/16/21
Accrual Basis

Town of Hickory Creek
Balance Sheet
As of July 31, 2021

| | Jul 31, 21 |
|---------------------------------|---------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| BOA - Animal Shelter Fund | 19,249.03 |
| BOA - Drug Forfeiture | 1,951.16 |
| BOA - Drug Seizure | 5,287.25 |
| BOA - General Fund | 278,204.54 |
| BOA - Parks and Recreation | 235,104.14 |
| BOA - Payroll | 260.00 |
| BOA - Police State Training | 5,184.39 |
| Logic 2020 CO's | 4,006,303.46 |
| Logic Animal Shelter Facility | 9,580.28 |
| Logic Harbor Ln-Sycamore Bend | 80,391.84 |
| Logic Investment Fund | 5,215,872.79 |
| Logic Turbeville Road | 94,895.87 |
| Total Checking/Savings | 9,952,284.75 |
| Accounts Receivable | |
| Municipal Court Payments | 5,898.20 |
| Total Accounts Receivable | 5,898.20 |
| Total Current Assets | 9,958,182.95 |
| TOTAL ASSETS | 9,958,182.95 |
| LIABILITIES & EQUITY | 0.00 |

Town of Hickory Creek
Profit & Loss
July 2021

| | Jul 21 |
|-----------------------------------|------------|
| Ordinary Income/Expense | |
| Income | |
| Ad Valorem Tax Revenue | |
| 4002 M&O | 16,156.36 |
| 4004 M&O Penalties & Interest | 538.36 |
| 4006 Delinquent M&O | 649.04 |
| 4008 I&S Debt Service | 9,902.48 |
| 4010 I&S Penalties & Interest | 330.59 |
| 4012 Delinquent I&S | 431.58 |
| Total Ad Valorem Tax Revenue | 28,008.41 |
| Building Department Revenue | |
| 4102 Building Permits | 17,801.06 |
| 4106 Contractor Registration | 750.00 |
| 4122 Septic Permits | 850.00 |
| 4124 Sign Permits | 165.00 |
| 4132 Alarm Permit Fees | 250.00 |
| Total Building Department Revenue | 19,816.06 |
| Franchise Fee Revenue | |
| 4208 CoServ | 768.60 |
| 4212 Republic Services | 4,332.41 |
| Total Franchise Fee Revenue | 5,101.01 |
| Interest Revenue | |
| 4302 Animal Shelter Interest | 1.21 |
| 4308 Drug Forfeiture Interest | 0.08 |
| 4310 Drug Seizure Interest | 0.22 |
| 4314 Logic Investment Interest | 425.42 |
| 4322 Logic Turbeville Road | 4.14 |
| 4326 PD State Training Interest | 0.22 |
| 4328 Logic Harbor/Sycamore Bend | 3.56 |
| Total Interest Revenue | 434.85 |
| Miscellaneous Revenue | |
| 4502 Animal Adoption & Impound | 1,200.00 |
| 4506 Animal Shelter Donations | 150.00 |
| 4508 Annual Park Passes | 2,335.00 |
| 4510 Arrowhead Park Fees | 10,226.00 |
| 4522 EDCPayment/Ronald Reagan | 45,778.33 |
| 4530 Other Receivables | 5,664.24 |
| 4536 Point Vista Park Fees | 2,564.00 |
| 4550 Sycamore Bend Fees | 8,575.00 |
| Total Miscellaneous Revenue | 76,492.57 |
| Municipal Court Revenue | |
| 4602 Building Security Fund | 1,870.00 |
| 4604 Citations | 47,585.32 |
| 4606 Court Technology Fund | 1,586.81 |
| 4608 Jury Fund | 35.78 |
| 4610 Truancy Fund | 1,788.48 |
| 4612 State Court Costs | 26,640.75 |
| 4614 Child Safety Fee | 50.00 |
| Total Municipal Court Revenue | 79,557.14 |
| Sales Tax Revenue | |
| 4702 Sales Tax General Fund | 134,905.16 |
| 4706 Sales Tax 4B Corporation | 44,968.39 |
| 4708 Sales Tax Mixed Beverage | 3,491.80 |
| Total Sales Tax Revenue | 183,365.35 |
| Total Income | 392,775.39 |

11:27 AM
08/16/21
Accrual Basis

Town of Hickory Creek
Profit & Loss
July 2021

| | Jul 21 |
|---------------------------------|------------|
| Gross Profit | 392,775.39 |
| Expense | |
| Capital Outlay | |
| 5012 Streets & Road Improvement | 188,466.74 |
| 5024 Public Safety Improvements | 1,336.00 |
| 5026 Fleet Purchase/Replacement | 23,539.08 |
| 5030 Sycamore Bend Construction | -96,945.00 |
| Total Capital Outlay | 116,396.82 |
| Debt Service | |
| 5110 2015 Refunding Bond Series | 259,775.00 |
| 5112 2015 C.O. Series | 218,075.00 |
| 5114 2020 C.O. Series | 174,275.00 |
| Total Debt Service | 652,125.00 |
| General Government | |
| 5208 Copier Rental | 348.59 |
| 5210 Dues & Memberships | 75.00 |
| 5212 EDC Tax Payment | 44,968.39 |
| 5214 Election Expenses | 4,969.35 |
| 5216 Volunteer/Staff Events | 79.10 |
| 5218 General Communications | 5.00 |
| 5222 Office Supplies & Equip. | 54.49 |
| 5224 Postage | 33.55 |
| 5226 Community Cause | 29.99 |
| 5228 Town Council/Board Expense | 747.58 |
| 5230 Training & Education | 365.00 |
| 5232 Travel Expense | 268.94 |
| Total General Government | 51,944.98 |
| Municipal Court | |
| 5312 Court Technology | 3,729.60 |
| 5314 Dues & Memberships | 75.00 |
| 5318 Merchant Fees/Credit Cards | -308.13 |
| 5324 State Court Costs | 86,338.47 |
| 5326 Training & Education | -100.00 |
| 5332 Warrants Collected | -324.45 |
| Total Municipal Court | 89,410.49 |
| Parks and Recreation | |
| 5408 Tanglewood Park | 32.16 |
| Total Parks and Recreation | 32.16 |
| Parks Corps of Engineer | |
| 5432 Arrowhead | 1,074.18 |
| 5436 Point Vista | 220.94 |
| 5438 Sycamore Bend | 432.82 |
| Total Parks Corps of Engineer | 1,727.94 |
| Personnel | |
| 5502 Administration Wages | 25,013.54 |
| 5504 Municipal Court Wages | 9,155.56 |
| 5506 Police Wages | 69,440.03 |
| 5507 Police Overtime Wages | 850.05 |
| 5508 Public Works Wages | 14,766.58 |
| 5509 Public Works Overtime Wage | 153.22 |
| 5510 Health Insurance | 19,416.33 |
| 5514 Payroll Expense | 1,804.50 |
| 5518 Retirement (TMRS) | 15,779.88 |
| 5520 Unemployment (TWC) | 2,539.17 |
| Total Personnel | 158,918.86 |

11:27 AM
08/16/21
Accrual Basis

Town of Hickory Creek
Profit & Loss
July 2021

| | Jul 21 |
|---------------------------------|--------------|
| Police Department | |
| 5602 Auto Gas & Oil | 3,106.15 |
| 5606 Auto Maintenance & Repair | 8,486.53 |
| 5612 Computer Hardware/Software | 949.40 |
| 5614 Crime Lab Analysis | 229.20 |
| 5626 Office Supplies/Equipment | 277.37 |
| 5630 Personnel Equipment | 1,907.20 |
| Total Police Department | 14,955.85 |
| Public Works Department | |
| 5706 Animal Control Supplies | 42.80 |
| 5708 Animal Control Vet Fees | 325.27 |
| 5710 Auto Gas & Oil | 1,451.22 |
| 5714 Auto Maintenance/Repair | 1,293.19 |
| 5720 Dues & Memberships | 245.00 |
| 5728 Equipment Supplies | 195.79 |
| 5732 Office Supplies/Equipment | 138.87 |
| 5738 Training | 320.00 |
| 5742 Uniforms | 169.20 |
| 5748 Landscaping Services | 7,492.98 |
| Total Public Works Department | 11,674.32 |
| Services | |
| 5814 Engineering | 30,718.06 |
| 5818 Inspections | 1,980.00 |
| 5824 Library Services | 60.90 |
| 5826 Municipal Judge | 1,020.00 |
| 5830 Tax Collection | 73.59 |
| Total Services | 33,852.55 |
| Special Events | |
| 6004 Fourth of July Celebration | 890.62 |
| Total Special Events | 890.62 |
| Utilities & Maintenance | |
| 5902 Bldg Maintenance/Supplies | 2,744.59 |
| 5904 Electric | 5,092.99 |
| 5906 Gas | 75.57 |
| 5908 Street Lighting | 296.62 |
| 5910 Telephone | 2,541.03 |
| 5912 Water | 626.00 |
| Total Utilities & Maintenance | 11,376.80 |
| Total Expense | 1,143,306.39 |
| Net Ordinary Income | -750,531.00 |
| Net Income | -750,531.00 |

11:25 AM

08/16/21

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 83.30%

October 2020 through July 2021

| | Oct '20 - Jul 21 | Budget | % of Budget |
|--|---------------------|---------------------|---------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| Ad Valorem Tax Revenue | | | |
| 4002 M&O | 1,300,640.24 | 1,312,360.00 | 99.1% |
| 4004 M&O Penalties & Interest | 3,129.09 | 2,500.00 | 125.2% |
| 4006 Delinquent M&O | -4,923.50 | 1,000.00 | -492.4% |
| 4008 I&S Debt Service | 797,021.77 | 804,368.00 | 99.1% |
| 4010 I&S Penalties & Interest | 1,681.57 | 1,000.00 | 168.2% |
| 4012 Delinquent I&S | -3,500.06 | 500.00 | -700.0% |
| Total Ad Valorem Tax Revenue | 2,094,049.11 | 2,121,728.00 | 98.7% |
| Building Department Revenue | | | |
| 4102 Building Permits | 1,133,805.76 | 1,050,000.00 | 108.0% |
| 4104 Certificate of Occupancy | 24,575.00 | 23,000.00 | 106.8% |
| 4106 Contractor Registration | 8,225.00 | 6,000.00 | 137.1% |
| 4108 Preliminary/Final Plat | 4,250.00 | 4,250.00 | 100.0% |
| 4110 Prelim/Final Site Plan | 1,200.00 | 1,200.00 | 100.0% |
| 4112 Health Inspections | 9,660.00 | 10,000.00 | 96.6% |
| 4122 Septic Permits | 4,250.00 | 3,000.00 | 141.7% |
| 4124 Sign Permits | 950.00 | 1,600.00 | 59.4% |
| 4126 Special Use Permit | 0.00 | 200.00 | 0.0% |
| 4128 Variance Fee | 4,000.00 | 2,000.00 | 200.0% |
| 4130 Vendor Fee | 0.00 | 75.00 | 0.0% |
| 4132 Alarm Permit Fees | 775.00 | 650.00 | 119.2% |
| Total Building Department Revenue | 1,191,690.76 | 1,101,975.00 | 108.1% |
| Franchise Fee Revenue | | | |
| 4202 Atmos Energy | 42,494.30 | 42,495.00 | 100.0% |
| 4204 Charter Communications | 30,766.52 | 39,000.00 | 78.9% |
| 4206 CenturyLink | 1,392.00 | 1,500.00 | 92.8% |
| 4208 CoServ | 4,329.28 | 4,200.00 | 103.1% |
| 4210 Oncor Electric | 141,370.64 | 141,371.00 | 100.0% |
| 4212 Republic Services | 43,375.56 | 47,000.00 | 92.3% |
| Total Franchise Fee Revenue | 263,728.30 | 275,566.00 | 95.7% |
| Interest Revenue | | | |
| 4302 Animal Shelter Interest | 16.77 | 12.00 | 139.8% |
| 4308 Drug Forfeiture Interest | 0.79 | 1.00 | 79.0% |
| 4310 Drug Seizure Interest | 1.81 | 1.00 | 181.0% |
| 4314 Logic Investment Interest | 7,520.39 | 7,500.00 | 100.3% |
| 4320 Logic Street/Road Improv. | 17.99 | 50.00 | 36.0% |
| 4322 Logic Turbeville Road | 116.19 | 150.00 | 77.5% |
| 4326 PD State Training Interest | 2.15 | 2.00 | 107.5% |
| 4328 Logic Harbor/Sycamore Bend | 54.62 | 50.00 | 109.2% |
| Total Interest Revenue | 7,730.71 | 7,766.00 | 99.5% |
| Interlocal Revenue | | | |
| 4402 Corp Contract Current Year | 12,212.48 | 47,293.00 | 25.8% |
| Total Interlocal Revenue | 12,212.48 | 47,293.00 | 25.8% |
| Miscellaneous Revenue | | | |
| 4502 Animal Adoption & Impound | 10,802.45 | 8,600.00 | 125.6% |
| 4506 Animal Shelter Donations | 2,056.13 | 1,500.00 | 137.1% |
| 4508 Annual Park Passes | 26,155.19 | 20,000.00 | 130.8% |
| 4510 Arrowhead Park Fees | 53,689.00 | 22,000.00 | 244.0% |
| 4512 Beer & Wine Permit | 30.00 | 150.00 | 20.0% |
| 4516 Corp Parks Fund Reserve | 0.00 | 44,500.00 | 0.0% |
| 4518 Drug Forfeiture | 0.00 | 0.00 | 0.0% |
| 4520 Drug Seizure | 3,904.00 | 3,904.00 | 100.0% |
| 4522 EDCPayment/Ronald Reagan | 45,778.33 | 45,778.00 | 100.0% |
| 4524 Fund Balance Reserve | 0.00 | 75,600.00 | 0.0% |
| 4526 Mineral Rights | 652.87 | 0.00 | 100.0% |
| 4530 Other Receivables | 295,526.02 | 250,000.00 | 118.2% |
| 4534 PD State Training | 1,184.79 | 1,185.00 | 100.0% |
| 4536 Point Vista Park Fees | 12,531.75 | 6,500.00 | 192.8% |
| 4546 Street Improv Restricted | 0.00 | 0.00 | 0.0% |
| 4550 Sycamore Bend Fees | 41,217.50 | 15,000.00 | 274.8% |
| 4554 Building Security Fund Res | 0.00 | 5,000.00 | 0.0% |
| 4556 Court Tech Fund Reserve | 0.00 | 0.00 | 0.0% |
| 4558 Harbor Lane/Sycamore Bend | 12,250.00 | 8,750.00 | 140.0% |
| 4560 2020 CO Proceeds | 0.00 | 197,405.00 | 0.0% |
| Total Miscellaneous Revenue | 505,778.03 | 705,872.00 | 71.7% |
| Municipal Court Revenue | | | |
| 4602 Building Security Fund | 14,784.57 | 9,270.00 | 159.5% |
| 4604 Citations | 447,346.32 | 450,000.00 | 99.4% |
| 4606 Court Technology Fund | 12,319.20 | 12,115.00 | 101.7% |
| 4608 Jury Fund | 278.51 | 150.00 | 185.7% |
| 4610 Truancy Fund | 13,929.15 | 5,000.00 | 278.6% |
| 4612 State Court Costs | 268,357.75 | 208,000.00 | 129.0% |
| 4614 Child Safety Fee | 850.00 | 750.00 | 113.3% |
| Total Municipal Court Revenue | 757,865.50 | 685,285.00 | 110.6% |
| Sales Tax Revenue | | | |

11:25 AM

08/16/21

Town of Hickory Creek

Budget vs. Actual Year to Date 83.30%

Accrual Basis

October 2020 through July 2021

| | Oct '20 - Jul 21 | Budget | % of Budget |
|--------------------------------------|---------------------|---------------------|---------------|
| 4702 Sales Tax General Fund | 1,254,448.71 | 1,237,500.00 | 101.4% |
| 4706 Sales Tax 4B Corporation | 418,149.59 | 412,500.00 | 101.4% |
| 4708 Sales Tax Mixed Beverage | 24,667.60 | 16,000.00 | 154.2% |
| Total Sales Tax Revenue | 1,697,265.90 | 1,666,000.00 | 101.9% |
| Total Income | 6,530,320.79 | 6,611,485.00 | 98.8% |
| Gross Profit | 6,530,320.79 | 6,611,485.00 | 98.8% |
| Expense | | | |
| Capital Outlay | | | |
| 5010 Street Maintenance | 13,817.45 | 25,000.00 | 55.3% |
| 5012 Streets & Road Improvement | 375,443.91 | 650,000.00 | 57.8% |
| 5022 Parks and Rec Improvements | 0.00 | 0.00 | 0.0% |
| 5024 Public Safety Improvements | 3,220.05 | 2,000.00 | 161.0% |
| 5026 Fleet Purchase/Replacement | 38,595.60 | 52,000.00 | 74.2% |
| 5030 Sycamore Bend Construction | 132,460.00 | 197,405.00 | 67.1% |
| Total Capital Outlay | 563,537.01 | 926,405.00 | 60.8% |
| Debt Service | | | |
| 5106 2012 Refunding Bond Series | 6,157.11 | 267,258.00 | 2.3% |
| 5110 2015 Refunding Bond Series | 314,550.00 | 314,550.00 | 100.0% |
| 5112 2015 C.O. Series | 276,150.00 | 276,150.00 | 100.0% |
| 5114 2020 C.O. Series | 201,412.50 | 207,575.00 | 97.0% |
| Total Debt Service | 798,269.61 | 1,065,533.00 | 74.9% |
| General Government | | | |
| 5202 Bank Service Charges | 15.00 | 50.00 | 30.0% |
| 5204 Books & Subscriptions | 0.00 | 300.00 | 0.0% |
| 5206 Computer Hardware/Software | 15,509.76 | 108,000.00 | 14.4% |
| 5208 Copier Rental | 3,034.62 | 2,500.00 | 121.4% |
| 5210 Dues & Memberships | 2,729.81 | 2,500.00 | 109.2% |
| 5212 EDC Tax Payment | 418,149.59 | 412,500.00 | 101.4% |
| 5214 Election Expenses | 6,002.82 | 12,500.00 | 48.0% |
| 5216 Volunteer/Staff Events | 8,583.84 | 10,500.00 | 81.8% |
| 5218 General Communications | 11,736.16 | 16,000.00 | 73.4% |
| 5222 Office Supplies & Equip. | 2,733.55 | 2,500.00 | 109.3% |
| 5224 Postage | 5,903.95 | 5,800.00 | 101.8% |
| 5226 Community Cause | 1,123.69 | 3,000.00 | 37.5% |
| 5228 Town Council/Board Expense | 1,871.63 | 5,500.00 | 34.0% |
| 5230 Training & Education | 1,035.00 | 1,500.00 | 69.0% |
| 5232 Travel Expense | 640.32 | 1,500.00 | 42.7% |
| 5234 Staff Uniforms | 975.92 | 1,000.00 | 97.6% |
| Total General Government | 480,045.66 | 585,650.00 | 82.0% |
| Municipal Court | | | |
| 5302 Books & Subscriptions | 0.00 | 75.00 | 0.0% |
| 5304 Building Security | 3,653.40 | 9,270.00 | 39.4% |
| 5312 Court Technology | 18,755.05 | 12,115.00 | 154.8% |
| 5314 Dues & Memberships | 75.00 | 200.00 | 37.5% |
| 5318 Merchant Fees/Credit Cards | -1,398.58 | 0.00 | 100.0% |
| 5322 Office Supplies/Equipment | 1,027.37 | 1,200.00 | 85.6% |
| 5324 State Court Costs | 322,029.95 | 245,000.00 | 131.4% |
| 5326 Training & Education | 305.00 | 500.00 | 61.0% |
| 5328 Travel Expense | 0.00 | 500.00 | 0.0% |
| 5332 Warrants Collected | -4,790.20 | 0.00 | 100.0% |
| Total Municipal Court | 339,656.99 | 268,860.00 | 126.3% |
| Parks and Recreation | | | |
| 5402 Events | 0.00 | 1,000.00 | 0.0% |
| 5408 Tanglewood Park | 3,478.20 | 6,000.00 | 58.0% |
| 5412 KHCB | 516.25 | 500.00 | 103.3% |
| 5414 Tree City USA | 0.00 | 1,500.00 | 0.0% |
| 5416 Town Hall Park | 0.00 | 0.00 | 0.0% |
| Total Parks and Recreation | 3,994.45 | 9,000.00 | 44.4% |
| Parks Corps of Engineer | | | |
| 5432 Arrowhead | 7,714.97 | 60,000.00 | 12.9% |
| 5434 Harbor Grove | 1,114.94 | 15,000.00 | 7.4% |
| 5436 Point Vista | 6,769.90 | 5,000.00 | 135.4% |
| 5438 Sycamore Bend | 24,185.80 | 28,000.00 | 86.4% |
| Total Parks Corps of Engineer | 39,785.61 | 108,000.00 | 36.8% |
| Personnel | | | |
| 5502 Administration Wages | 274,557.80 | 321,455.00 | 85.4% |
| 5504 Municipal Court Wages | 99,556.63 | 116,755.00 | 85.3% |
| 5506 Police Wages | 654,150.19 | 815,035.00 | 80.3% |
| 5507 Police Overtime Wages | 5,771.94 | 8,000.00 | 72.1% |
| 5508 Public Works Wages | 165,400.15 | 198,480.00 | 83.3% |
| 5509 Public Works Overtime Wage | 1,043.63 | 1,600.00 | 65.2% |
| 5510 Health Insurance | 191,589.90 | 227,370.00 | 84.3% |
| 5512 Longevity | 11,796.00 | 11,796.00 | 100.0% |
| 5514 Payroll Expense | 21,324.50 | 22,000.00 | 96.9% |
| 5516 Employment Exams | 1,013.80 | 2,500.00 | 40.6% |
| 5518 Retirement (TMRS) | 158,402.16 | 192,195.00 | 82.4% |

11:25 AM

08/16/21

Accrual Basis

Town of Hickory Creek

Budget vs. Actual Year to Date 83.30%

October 2020 through July 2021

| | Oct '20 - Jul 21 | Budget | % of Budget |
|--|---------------------|---------------------|---------------|
| 5520 Unemployment (TWC) | 6,042.05 | 3,600.00 | 167.8% |
| 5522 Workman's Compensation | 25,720.00 | 25,720.00 | 100.0% |
| Total Personnel | 1,616,368.75 | 1,946,506.00 | 83.0% |
| Police Department | | | |
| 5602 Auto Gas & Oil | 22,342.54 | 20,000.00 | 111.7% |
| 5606 Auto Maintenance & Repair | 24,045.00 | 25,000.00 | 96.2% |
| 5610 Books & Subscriptions | 330.00 | 500.00 | 66.0% |
| 5612 Computer Hardware/Software | 31,357.86 | 45,000.00 | 69.7% |
| 5614 Crime Lab Analysis | 2,816.70 | 3,000.00 | 93.9% |
| 5616 Drug Forfeiture | 0.00 | 0.00 | 0.0% |
| 5618 Dues & Memberships | 300.00 | 500.00 | 60.0% |
| 5626 Office Supplies/Equipment | 2,092.43 | 1,800.00 | 116.2% |
| 5630 Personnel Equipment | 28,700.84 | 25,000.00 | 114.8% |
| 5634 Travel Expense | 1,696.83 | 3,000.00 | 56.6% |
| 5636 Uniforms | 5,527.19 | 6,000.00 | 92.1% |
| 5640 Training & Education | 4,101.95 | 7,500.00 | 54.7% |
| 5644 Citizens on Patrol | 0.00 | 500.00 | 0.0% |
| 5646 Community Outreach | 418.27 | 100.00 | 418.3% |
| 5648 K9 Unit | 2,277.73 | 2,200.00 | 103.5% |
| Total Police Department | 126,007.34 | 140,100.00 | 89.9% |
| Public Works Department | | | |
| 5702 Animal Control Donation | 0.00 | 1,500.00 | 0.0% |
| 5704 Animal Control Equipment | 138.42 | 600.00 | 23.1% |
| 5706 Animal Control Supplies | 658.50 | 1,000.00 | 65.9% |
| 5708 Animal Control Vet Fees | 5,180.58 | 7,500.00 | 69.1% |
| 5710 Auto Gas & Oil | 12,829.76 | 10,500.00 | 122.2% |
| 5714 Auto Maintenance/Repair | 18,655.96 | 20,000.00 | 93.3% |
| 5716 Beautification | 8,591.98 | 95,000.00 | 9.0% |
| 5718 Computer Hardware/Software | 725.48 | 1,000.00 | 72.5% |
| 5720 Dues & Memberships | 245.00 | 350.00 | 70.0% |
| 5722 Equipment | 4,795.62 | 5,000.00 | 95.9% |
| 5724 Equipment Maintenance | 7,795.43 | 6,000.00 | 129.9% |
| 5726 Equipment Rental | 0.00 | 4,500.00 | 0.0% |
| 5728 Equipment Supplies | 5,345.62 | 6,500.00 | 82.2% |
| 5732 Office Supplies/Equipment | 485.40 | 500.00 | 97.1% |
| 5734 Communications | 3,050.86 | 3,800.00 | 80.3% |
| 5738 Training | 920.00 | 900.00 | 102.2% |
| 5740 Travel Expense | 0.00 | 100.00 | 0.0% |
| 5742 Uniforms | 1,428.00 | 2,600.00 | 54.9% |
| 5748 Landscaping Services | 41,655.79 | 140,000.00 | 29.8% |
| Total Public Works Department | 112,502.40 | 307,350.00 | 36.6% |
| Services | | | |
| 5802 Appraisal District | 12,315.37 | 12,400.00 | 99.3% |
| 5804 Attorney Fees | 28,765.02 | 60,000.00 | 47.9% |
| 5806 Audit | 13,500.00 | 13,500.00 | 100.0% |
| 5808 Codification | 1,586.47 | 2,400.00 | 66.1% |
| 5812 Document Management | 0.00 | 600.00 | 0.0% |
| 5814 Engineering | 122,557.49 | 115,000.00 | 106.6% |
| 5816 General Insurance | 35,426.64 | 35,427.00 | 100.0% |
| 5818 Inspections | 152,844.00 | 135,000.00 | 113.2% |
| 5820 Fire Service | 613,633.00 | 615,000.00 | 99.8% |
| 5822 Legal Notices/Advertising | 2,019.60 | 2,500.00 | 80.8% |
| 5824 Library Services | 761.75 | 650.00 | 117.2% |
| 5826 Municipal Judge | 10,200.00 | 13,000.00 | 78.5% |
| 5828 Printing | 1,464.37 | 1,500.00 | 97.6% |
| 5830 Tax Collection | 2,561.59 | 3,000.00 | 85.4% |
| 5832 Computer Technical Support | 41,415.00 | 41,500.00 | 99.8% |
| 5838 DCCAC | 1,964.41 | 2,172.00 | 90.4% |
| 5840 Denton County Dispatch | 0.00 | 29,632.00 | 0.0% |
| 5844 Helping Hands | 0.00 | 200.00 | 0.0% |
| 5846 Span Transit Services | 0.00 | 100.00 | 0.0% |
| Total Services | 1,041,014.71 | 1,083,581.00 | 96.1% |
| Special Events | | | |
| 6004 Fourth of July Celebration | 7,285.96 | 7,000.00 | 104.1% |
| 6008 Tree Lighting | 2,356.24 | 6,000.00 | 39.3% |
| Total Special Events | 9,642.20 | 13,000.00 | 74.2% |
| Utilities & Maintenance | | | |
| 5902 Bldg Maintenance/Supplies | 48,112.92 | 65,000.00 | 74.0% |
| 5904 Electric | 25,224.14 | 20,000.00 | 126.1% |
| 5906 Gas | 1,694.93 | 1,500.00 | 113.0% |
| 5908 Street Lighting | 29,599.44 | 33,000.00 | 89.7% |
| 5910 Telephone | 31,304.96 | 28,000.00 | 111.8% |
| 5912 Water | 6,831.37 | 10,000.00 | 68.3% |
| Total Utilities & Maintenance | 142,767.76 | 157,500.00 | 90.6% |
| Total Expense | 5,273,592.49 | 6,611,485.00 | 79.8% |
| Net Ordinary Income | 1,256,728.30 | 0.00 | 100.0% |

Town of Hickory Creek
Budget vs. Actual Year to Date 83.30%
October 2020 through July 2021

| | Oct '20 - Jul 21 | Budget | % of Budget |
|------------|------------------|--------|-------------|
| Net Income | 1,256,728.30 | 0.00 | 100.0% |

11:28 AM

08/16/21

Accrual Basis

Town of Hickory Creek

Expenditures over \$1,000.00

July 2021

| Type | Date | Num | Name | Amount |
|--|------------|------------|---------------------------------------|-------------|
| Ordinary Income/Expense | | | | |
| Expense | | | | |
| Capital Outlay | | | | |
| 5012 Streets & Road Improvement | | | | |
| Check | 07/14/2021 | 4127 | Capko Concrete Structures, LLC. | 100,073.25 |
| Check | 07/21/2021 | 4132 | Don Smith Concrete, LLC. | 88,393.49 |
| Total 5012 Streets & Road Improvement | | | | 188,466.74 |
| 5024 Public Safety Improvements | | | | |
| Bill | 07/12/2021 | | Joe Goddard Enterprises | 1,336.00 |
| Total 5024 Public Safety Improvements | | | | 1,336.00 |
| 5026 Fleet Purchase/Replacement | | | | |
| Check | 07/02/2021 | Debit | ENTPRSEFLEETBILL DESSL01031 | 22,479.60 |
| Check | 07/20/2021 | | ENTERPRISE FM TR DESDIRECT PAY | 1,059.48 |
| Total 5026 Fleet Purchase/Replacement | | | | 23,539.08 |
| 5030 Sycamore Bend Construction | | | | |
| Bill | 07/09/2021 | Invoice... | Half Associates, Inc. | 10,325.00 |
| Check | 07/21/2021 | 4133 | Jeff Gutknecht | 1,200.00 |
| Deposit | 07/28/2021 | | Deposit | -108,470.00 |
| Total 5030 Sycamore Bend Construction | | | | -96,945.00 |
| Total Capital Outlay | | | | 116,396.82 |
| Debt Service | | | | |
| 5110 2015 Refunding Bond Series | | | | |
| Check | 07/13/2021 | Debit | US Bank | 259,775.00 |
| Total 5110 2015 Refunding Bond Series | | | | 259,775.00 |
| 5112 2015 C.O. Series | | | | |
| Check | 07/13/2021 | Debit | US Bank | 218,075.00 |
| Total 5112 2015 C.O. Series | | | | 218,075.00 |
| 5114 2020 C.O. Series | | | | |
| Check | 07/13/2021 | Debit | US Bank | 174,275.00 |
| Total 5114 2020 C.O. Series | | | | 174,275.00 |
| Total Debt Service | | | | 652,125.00 |
| General Government | | | | |
| 5212 EDC Tax Payment | | | | |
| Check | 07/13/2021 | 4126 | Hickory Creek Economic Development | 44,968.39 |
| Total 5212 EDC Tax Payment | | | | 44,968.39 |
| 5214 Election Expenses | | | | |
| Check | 07/06/2021 | 4123 | Denton County Election Administration | 4,969.35 |
| Total 5214 Election Expenses | | | | 4,969.35 |
| Total General Government | | | | 49,937.74 |
| Municipal Court | | | | |
| 5312 Court Technology | | | | |
| Bill | 07/19/2021 | Invoice... | Tyler Technologies | 2,925.00 |
| Total 5312 Court Technology | | | | 2,925.00 |
| 5324 State Court Costs | | | | |
| Check | 07/27/2021 | | State Comptroller | 86,338.47 |
| Total 5324 State Court Costs | | | | 86,338.47 |
| Total Municipal Court | | | | 89,263.47 |
| Parks Corps of Engineer | | | | |
| 5432 Arrowhead | | | | |
| Check | 07/02/2021 | | MERCHANT SERVICE DESMERCH FEE | 1,074.18 |
| Total 5432 Arrowhead | | | | 1,074.18 |
| Total Parks Corps of Engineer | | | | 1,074.18 |
| Personnel | | | | |
| 5510 Health Insurance | | | | |
| Check | 07/01/2021 | Debit | DearbornLife | 1,198.20 |
| Check | 07/20/2021 | Debit | TML0111 DESPayment | 17,538.91 |
| Total 5510 Health Insurance | | | | 18,737.11 |
| 5518 Retirement (TMRS) | | | | |
| Check | 07/12/2021 | Debit | TMRS | 23,774.90 |
| Check | 07/19/2021 | Debit | TMRS | 15,769.88 |
| Deposit | 07/30/2021 | | Deposit | -23,774.90 |
| Total 5518 Retirement (TMRS) | | | | 15,769.88 |
| 5520 Unemployment (TWC) | | | | |

11:28 AM

08/16/21

Accrual Basis

Town of Hickory Creek Expenditures over \$1,000.00

July 2021

| Type | Date | Num | Name | Amount |
|---|------------|------------|---|----------------------|
| Check | 07/12/2021 | Debit | Texas Workforce Commission | 2,539.17 |
| Total 5520 Unemployment (TWC) | | | | 2,539.17 |
| Total Personnel | | | | 37,046.16 |
| Police Department | | | | |
| 5602 Auto Gas & Oil | | | | |
| Check | 07/27/2021 | Debit | WEX INC DESFLEET DEBI | 3,106.15 |
| Total 5602 Auto Gas & Oil | | | | 3,106.15 |
| 5606 Auto Maintenance & Repair | | | | |
| Bill | 07/15/2021 | R.O.# ... | Christian Brothers Automotive | 4,994.56 |
| Bill | 07/26/2021 | R.O.# ... | Christian Brothers Automotive | 1,793.66 |
| Total 5606 Auto Maintenance & Repair | | | | 6,788.22 |
| 5630 Personnel Equipment | | | | |
| Check | 07/27/2021 | Debit | CHECKCARD 0726 TRAFFICSAFETYSTO | 1,056.20 |
| Total 5630 Personnel Equipment | | | | 1,056.20 |
| Total Police Department | | | | 10,950.57 |
| Public Works Department | | | | |
| 5710 Auto Gas & Oil | | | | |
| Check | 07/27/2021 | Debit | WEX INC DESFLEET DEBI | 1,451.22 |
| Total 5710 Auto Gas & Oil | | | | 1,451.22 |
| 5748 Landscaping Services | | | | |
| Bill | 07/14/2021 | Invoice... | D & D Commercial Landscape Management | 7,492.98 |
| Total 5748 Landscaping Services | | | | 7,492.98 |
| Total Public Works Department | | | | 8,944.20 |
| Services | | | | |
| 5814 Engineering | | | | |
| Bill | 07/09/2021 | Invoice... | Halff Associates, Inc. | 9,675.31 |
| Bill | 07/09/2021 | Invoice... | Halff Associates, Inc. | 1,900.00 |
| Bill | 07/09/2021 | Invoice... | Halff Associates, Inc. | 7,572.76 |
| Bill | 07/19/2021 | Invoice... | Halff Associates, Inc. | 3,206.47 |
| Bill | 07/19/2021 | Invoice... | Halff Associates, Inc. | 8,363.52 |
| Total 5814 Engineering | | | | 30,718.06 |
| 5818 Inspections | | | | |
| Bill | 07/19/2021 | Invoice... | Vaughn Inspections Plus, LLC | 1,280.00 |
| Total 5818 Inspections | | | | 1,280.00 |
| 5826 Municipal Judge | | | | |
| Check | 07/21/2021 | 6131 | Stephanie Berry | 1,020.00 |
| Total 5826 Municipal Judge | | | | 1,020.00 |
| Total Services | | | | 33,018.06 |
| Utilities & Maintenance | | | | |
| 5902 Bldg Maintenance/Supplies | | | | |
| Bill | 07/14/2021 | Invoice... | Smart Care Equipment Solutions EEC Acquis | 1,060.71 |
| Total 5902 Bldg Maintenance/Supplies | | | | 1,060.71 |
| 5904 Electric | | | | |
| Check | 07/22/2021 | Debit | HUDSON ENERGY SE DESDEBITDEBIT | 5,092.99 |
| Total 5904 Electric | | | | 5,092.99 |
| 5910 Telephone | | | | |
| Check | 07/30/2021 | Debit | CenturyLink | 1,323.41 |
| Total 5910 Telephone | | | | 1,323.41 |
| Total Utilities & Maintenance | | | | 7,477.11 |
| Total Expense | | | | 1,006,233.31 |
| Net Ordinary Income | | | | -1,006,233.31 |
| Net Income | | | | -1,006,233.31 |



TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276015

ACCOUNT NAME: 2020 CERTIFICATES OF OBLIGATIONS

STATEMENT PERIOD: 07/01/2021 - 07/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0518%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 7/30/21 WAS 1.000052.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|--------------|
| | BEGINNING BALANCE | | | 4,006,127.17 |
| 07/30/2021 | MONTHLY POSTING | 9999888 | 176.29 | 4,006,303.46 |
| | ENDING BALANCE | | | 4,006,303.46 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|--------------|
| BEGINNING BALANCE | 4,006,127.17 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 176.29 |
| ENDING BALANCE | 4,006,303.46 |
| AVERAGE BALANCE | 4,006,127.17 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|----------------------------------|----------|-------------|----------|
| 2020 CERTIFICATES OF OBLIGATIONS | 0.00 | 0.00 | 1,983.03 |



TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276007

ACCOUNT NAME: ANIMAL SHELTER FACILITY

STATEMENT PERIOD: 07/01/2021 - 07/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0518%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 7/30/21 WAS 1.000052.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|----------|
| | BEGINNING BALANCE | | | 9,579.89 |
| 07/30/2021 | MONTHLY POSTING | 9999888 | 0.39 | 9,580.28 |
| | ENDING BALANCE | | | 9,580.28 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|----------|
| BEGINNING BALANCE | 9,579.89 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 0.39 |
| ENDING BALANCE | 9,580.28 |
| AVERAGE BALANCE | 9,579.89 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-------------------------|----------|-------------|----------|
| ANIMAL SHELTER FACILITY | 0.00 | 0.00 | 4.78 |



TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276009

ACCOUNT NAME: HARBOR LANE - SYCAMORE BEND

STATEMENT PERIOD: 07/01/2021 - 07/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0518%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 7/30/21 WAS 1.000052.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|-----------|
| | BEGINNING BALANCE | | | 80,388.28 |
| 07/30/2021 | MONTHLY POSTING | 9999888 | 3.56 | 80,391.84 |
| | ENDING BALANCE | | | 80,391.84 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 80,388.28 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 3.56 |
| ENDING BALANCE | 80,391.84 |
| AVERAGE BALANCE | 80,388.28 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-----------------------------|----------|-------------|----------|
| HARBOR LANE - SYCAMORE BEND | 0.00 | 0.00 | 39.83 |



TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276001

ACCOUNT NAME: INVESTMENT FUND

STATEMENT PERIOD: 07/01/2021 - 07/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0518%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 7/30/21 WAS 1.000052.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|--------------|
| | BEGINNING BALANCE | | | 6,092,748.66 |
| 07/13/2021 | WIRE WITHDRAWAL | 6130142 | 174,275.00 - | 5,918,473.66 |
| 07/13/2021 | WIRE WITHDRAWAL | 6130143 | 259,775.00 - | 5,658,698.66 |
| 07/13/2021 | WIRE WITHDRAWAL | 6130144 | 218,075.00 - | 5,440,623.66 |
| 07/22/2021 | ACH WITHDRAWAL | 6130353 | 75,000.00 - | 5,365,623.66 |
| 07/23/2021 | ACH WITHDRAWAL | 6130437 | 150,000.00 - | 5,215,623.66 |
| 07/30/2021 | MONTHLY POSTING | 9999888 | 249.13 | 5,215,872.79 |
| | ENDING BALANCE | | | 5,215,872.79 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|--------------|
| BEGINNING BALANCE | 6,092,748.66 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 877,125.00 |
| TOTAL INTEREST | 249.13 |
| ENDING BALANCE | 5,215,872.79 |
| AVERAGE BALANCE | 5,625,317.21 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|-----------------|--------------|--------------|----------|
| INVESTMENT FUND | 1,222,665.66 | 1,584,546.71 | 3,057.94 |



TOWN OF HICKORY CREEK
ATTN KRISTI K ROGERS
1075 RONALD REAGAN AVE
HICKORY CREEK TX 75065-7633

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1668276002

ACCOUNT NAME: TURBEVILLE RD IMPROVEMENT FUND

STATEMENT PERIOD: 07/01/2021 - 07/31/2021

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.0518%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 56 DAYS AND THE NET ASSET VALUE FOR 7/30/21 WAS 1.000052.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|-----------|
| | BEGINNING BALANCE | | | 94,891.73 |
| 07/30/2021 | MONTHLY POSTING | 9999888 | 4.14 | 94,895.87 |
| | ENDING BALANCE | | | 94,895.87 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 94,891.73 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 4.14 |
| ENDING BALANCE | 94,895.87 |
| AVERAGE BALANCE | 94,891.73 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|--------------------------------|----------|-------------|----------|
| TURBEVILLE RD IMPROVEMENT FUND | 0.00 | 0.00 | 46.95 |

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2021-08-____**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK,
TEXAS APPROVING THE 2021 ANNUAL UPDATE TO THE SERVICE AND
ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HICKORY CREEK PUBLIC
IMPROVEMENT DISTRICT NO. 1 INCLUDING THE COLLECTION OF THE 2021
ANNUAL INSTALLMENTS**

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Creek Public Improvement District No. 1 (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, August 15, 2017, the Town Council approved and accepted the Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

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

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2021 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF HICKORY CREEK, TEXAS, THAT:**

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

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Public Improvement District No. 1 2021 Annual Service Plan Update attached hereto as *Exhibit A*.

Section 3. Approval of Update. The 2021 Annual Service Plan Update for the PID for 2021 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.

Section 5. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 23rd day of August, 2021.

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

EXHIBIT A

Service and Assessment Plan



HICKORY CREEK
PUBLIC IMPROVEMENT DISTRICT NO. 1
2021 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE

AUGUST 23, 2021

INTRODUCTION

Capitalized terms used in this Service and Assessment Plan Update shall have the meanings set forth in the 2017 Service and Assessment Plan Update (the “2017 SAP”) used for the issuance of PID 1 Bonds or the Development Agreement, as applicable.

PID 1 was created pursuant to the Act by Resolution No. 2012-0327-1 on March 27, 2012 by the Town Council to finance certain Authorized Improvements for the benefit of the property in PID 1.

On April 24, 2012, the Town Council approved the SAP and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District by approving Ordinance No. 2012-04-682. The SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The Town also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the SAP.

On September 19, 2014, the Town Council approved the 2014 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2014.

On September 22, 2015, the Town Council approved the 2015 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2015.

On September 15, 2016, the Town Council approved the 2016 Service and Assessment Plan Update for PID 1 which updated the Assessment Roll for 2016.

On August 15, 2017, the Town Council approved the 2017 SAP for PID 1 by adopting Resolution No. 2017-0815-1 which issued PID 1 Bonds for Assessed Property within PID 1 and updated the Assessment Roll for 2017.

On August 21, 2018, the Town Council approved the 2018 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2018-0821-1 which updated the Assessment Roll for 2018.

On June 18, 2019, the Town Council approved the 2019 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2019-0618-1, which updated the Assessment Roll for 2019.

On July 27, 2020, the Town Council approved the 2020 Service and Assessment Plan Update for PID 1 by adopting Resolution No. 2020-0727-1, which updated the Assessment Roll for 2020.

Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the annual Service and Assessment Plan Update for 2021. This Service and Assessment Plan Update also updates the Assessment Roll for 2021.

LISTED EVENTS

There have been listed events in PID 1.

- \$50,000 partial sinking fund redemption on July 15, 2020.

PARCEL SUBDIVISION

The following plats have been recorded within PID 1:

- The Final Plat for Steeplechase North Addition Phase 1 consisting of 89 Residential Lots and 9 Lots classified as Non-Benefitted Property within Denton County was recorded in the official public records of the County on November 25, 2013.
- The Final Plat for Steeplechase North Addition Phase 2 consisting of 62 Residential Lots and 1 Lot classified as Non-Benefitted Property within Denton County was recorded in the official public records of the County on November 26, 2014.

LOT AND HOME SALES

PID 1 Property consists of 151 Lots, of which 151 have completed homes. All homes have been sold to end-users.

See **Exhibit B** for the Homebuyer Disclosure.

OUTSTANDING ASSESSMENT

PID 1 has an outstanding Assessment of \$3,723,354.72 and outstanding PID 1 Bonds of \$3,750,000.00¹.

ANNUAL INSTALLMENT DUE 1/31/2022

- **Principal and Interest** – The total principal and interest required for the Annual Installment due is \$233,300.00.
- **Administrative Expenses** – The cost of administering PID 1 and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$17,694.59.

¹ Net of \$90,000 principal payment due September 1, 2021, which will be paid using Annual Installments collected on January 31, 2021.

| Due January 31, 2022 | |
|--------------------------|----------------------|
| Principal | \$ 90,000.00 |
| Interest | 143,300.00 |
| Administrative Expenses | 17,694.59 |
| Total Installment | \$ 250,994.59 |

See **Exhibit C** for the debt service schedule for the PID 1 Bonds provided by Hilltop Securities.

PREPAYMENT OF ASSESSMENTS IN FULL

The following is a list of all Parcels that made a Prepayment in full.

| Phase One | | | |
|-------------|-------------|-----------------|------------------------------|
| Property ID | Address | Prepayment Date | Recorded Lien Release Number |
| 564980 | Residential | 8/29/2019 | 138859 |
| 654152 | Residential | 11/25/2019 | 30083 |
| 564978 | Residential | 11/23/2020 | 25440 |

See **Exhibit D** for a form of Notice of PID Assessment Termination.

PARTIAL PREPAYMENTS OF ASSESSMENTS

No partial prepayments have occurred in PID 1.

BOND FUND

P3Works has reviewed the following bond accounts related to the PID 1 Bonds of the Hickory Creek PID No. 1 as of March 31, 2021, and each account contains the amount shown below.

| Account: | 3/31/2021 Balance |
|--|----------------------|
| Pledged Revenue Fund | |
| Bond Pledged Revenue Account | \$166,854.76 |
| Bond Fund | |
| Principal and Interest Account | \$0.36 |
| Reserve Fund | |
| Reserve Account | \$119,504.70 |
| Delinquency and Prepayment Reserve Account | \$129,877.62 |
| Redemption Fund | \$24,767.46 |
| Rebate Fund | \$0.00 |
| Administrative Fund | \$13,505.84 |

AUTHORIZED IMPROVEMENTS

The Authorized Improvements are fully constructed and were dedicated to the Town and paid for in full. The Authorized Improvement Costs have been reimbursed to the Developer solely from PID 1 Bonds.

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the annual Service and Assessment Plan Update, and the projection shall cover a period of not less than five years. The projection in the table below shows the Annual Installments for PID 1.

| Hickory Creek PID No. 1 | | | | | | |
|--------------------------|-----------------|---------------|---------------|---------------|---------------|---------------|
| Annual Installments Due | | 1/31/2022 | 1/31/2023 | 1/31/2024 | 1/31/2025 | 1/31/2026 |
| Principal | | \$ 90,000.00 | \$ 95,000.00 | \$ 95,000.00 | \$ 100,000.00 | \$ 100,000.00 |
| Interest | | \$ 143,300.00 | \$ 140,600.00 | \$ 137,750.00 | \$ 134,900.00 | \$ 131,400.00 |
| | (1) | \$ 233,300.00 | \$ 235,600.00 | \$ 232,750.00 | \$ 234,900.00 | \$ 231,400.00 |
| Administrative Expenses | (2) | \$ 17,694.59 | \$ 18,048.48 | \$ 18,409.45 | \$ 18,777.64 | \$ 19,153.19 |
| Total Annual Installment | (3) = (1) + (2) | \$250,994.59 | \$253,648.48 | \$ 251,159.45 | \$ 253,677.64 | \$ 250,553.19 |

ASSESSMENT ROLL

The list of current Lots within PID 1, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the 2021 Annual Installments which will be delinquent if not paid by January 31, 2022. Due to prepayments, the Annual Installment billed will not match the Annual Installment due until bonds are redeemed.

EXHIBIT A – ASSESSMENT ROLL

| Property ID | Lot Type | Outstanding Assessment | Installment Due 1/31/2022 ¹ |
|-------------|-----------------------------------|---------------------------|---|
| 564966 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564967 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564968 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564969 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564970 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564971 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564972 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564973 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564974 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564975 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564976 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564977 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564978 | Residential Lot - Prepaid in Full | \$ - | \$ - |
| 564979 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564980 | Residential Lot - Prepaid in Full | \$ - | \$ - |
| 564981 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564982 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564983 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564984 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564985 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564986 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564987 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564988 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564989 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564990 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564991 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564992 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564993 | Non-Benefitted Property | \$ - | \$ - |
| 564994 | Non-Benefitted Property | \$ - | \$ - |
| 564995 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564996 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 564997 | Non-Benefitted Property | \$ - | \$ - |
| 564999 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565000 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565001 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565002 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565003 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565004 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565005 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565006 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |

| Property ID | Lot Type | Outstanding Assessment | Installment Due 1/31/2022 ¹ |
|-------------|-------------------------|---------------------------|---|
| 565007 | Non-Benefitted Property | \$ - | \$ - |
| 565008 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565009 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565010 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565011 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565012 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565013 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565014 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565015 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565016 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565017 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565018 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565019 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565020 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565021 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565022 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565023 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565024 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565025 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565026 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565027 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565028 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565029 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565030 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565031 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565032 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565033 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565034 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565035 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565036 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565037 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565038 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565039 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565040 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565041 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565042 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565043 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565044 | Non-Benefitted Property | \$ - | \$ - |
| 565045 | Non-Benefitted Property | \$ - | \$ - |
| 565046 | Non-Benefitted Property | \$ - | \$ - |

| Property ID | Lot Type | Outstanding Assessment | Installment Due 1/31/2022 ¹ |
|-------------|-----------------------------------|---------------------------|---|
| 565047 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565048 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565049 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565050 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565051 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565052 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565053 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565054 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565055 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565056 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565057 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565058 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565059 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565060 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565061 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565062 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 565063 | Non-Benefitted Property | \$ - | \$ - |
| 654134 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654135 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654136 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654137 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654138 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654139 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654140 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654141 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654142 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654143 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654144 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654145 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654146 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654147 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654148 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654149 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654150 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654151 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654152 | Residential Lot - Prepaid in Full | \$ - | \$ - |
| 654153 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654154 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654155 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654156 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |

| Property ID | Lot Type | Outstanding Assessment | Installment Due 1/31/2022 ¹ |
|--------------|-------------------------|---------------------------|---|
| 654157 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654158 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654159 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654160 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654161 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654162 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654163 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654164 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654165 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654166 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654167 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654168 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654169 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654170 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654171 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654172 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654173 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654174 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654175 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654176 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654177 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654178 | Non-Benefitted Property | \$ - | \$ - |
| 654179 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654180 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654181 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654182 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654183 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654184 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654185 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654186 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654187 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654188 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654189 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654190 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654191 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654192 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654193 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654194 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654195 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| 654196 | Residential Lot | \$ 25,157.80 | \$ 1,684.71 |
| Total | | \$ 3,723,354.72 | \$ 249,336.90 |

¹ The Annual Installment covers the period September 1, 2021 to August 31, 2022 and is due by January 31, 2022.

EXHIBIT B - HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS TO THE TOWN OF HICKORY CREEK, TEXAS

CONCERNING THE PROPERTY AT:

STREET ADDRESS
ASSESSMENT: \$25,157.80

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the Town of Hickory Creek, Texas, for the costs of a portion of public improvements (the “**Authorized Improvements**”) undertaken for the benefit of the property within “**Town of Hickory Creek, Texas Public Improvement District No. 1**” (the “**District**”) created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$25,157.80 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments will be approved each year by the Town Council in the Annual Service and Assessment Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the Town Secretary of Hickory Creek.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

Notary Public, State of Texas

Hickory Creek PID No. 1 - Annual Installments Per Unit

| Installments Due | Principal | Interest | Administrative Expenses | Total Installment |
|------------------|---------------------|---------------------|-------------------------|---------------------|
| 1/31/2022 | \$ 603.79 | \$ 961.36 | \$ 119.56 | \$ 1,684.71 |
| 1/31/2023 | \$ 637.33 | \$ 943.25 | \$ 121.95 | \$ 1,702.53 |
| 1/31/2024 | \$ 637.33 | \$ 924.13 | \$ 124.39 | \$ 1,685.85 |
| 1/31/2025 | \$ 670.87 | \$ 905.01 | \$ 126.88 | \$ 1,702.76 |
| 1/31/2026 | \$ 670.87 | \$ 881.53 | \$ 129.41 | \$ 1,681.82 |
| 1/31/2027 | \$ 704.42 | \$ 858.05 | \$ 132.00 | \$ 1,694.47 |
| 1/31/2028 | \$ 737.96 | \$ 833.39 | \$ 134.64 | \$ 1,706.00 |
| 1/31/2029 | \$ 771.51 | \$ 805.72 | \$ 137.33 | \$ 1,714.56 |
| 1/31/2030 | \$ 805.05 | \$ 776.79 | \$ 140.08 | \$ 1,721.92 |
| 1/31/2031 | \$ 838.59 | \$ 746.60 | \$ 142.88 | \$ 1,728.08 |
| 1/31/2032 | \$ 838.59 | \$ 715.15 | \$ 145.74 | \$ 1,699.49 |
| 1/31/2033 | \$ 872.14 | \$ 683.71 | \$ 148.66 | \$ 1,704.50 |
| 1/31/2034 | \$ 905.68 | \$ 649.91 | \$ 151.63 | \$ 1,707.22 |
| 1/31/2035 | \$ 939.22 | \$ 614.81 | \$ 154.66 | \$ 1,708.70 |
| 1/31/2036 | \$ 1,006.31 | \$ 578.42 | \$ 157.75 | \$ 1,742.49 |
| 1/31/2037 | \$ 1,039.86 | \$ 539.43 | \$ 160.91 | \$ 1,740.19 |
| 1/31/2038 | \$ 1,073.40 | \$ 499.13 | \$ 164.13 | \$ 1,736.66 |
| 1/31/2039 | \$ 1,106.94 | \$ 456.19 | \$ 167.41 | \$ 1,730.55 |
| 1/31/2040 | \$ 1,140.49 | \$ 411.92 | \$ 170.76 | \$ 1,723.16 |
| 1/31/2041 | \$ 1,207.57 | \$ 366.30 | \$ 174.17 | \$ 1,748.05 |
| 1/31/2042 | \$ 1,241.12 | \$ 317.99 | \$ 177.66 | \$ 1,736.77 |
| 1/31/2043 | \$ 1,308.21 | \$ 268.35 | \$ 181.21 | \$ 1,757.77 |
| 1/31/2044 | \$ 1,341.75 | \$ 216.02 | \$ 184.83 | \$ 1,742.61 |
| 1/31/2045 | \$ 1,408.84 | \$ 162.35 | \$ 188.53 | \$ 1,759.72 |
| 1/31/2046 | \$ 1,475.92 | \$ 106.00 | \$ 192.30 | \$ 1,774.22 |
| 1/31/2047 | \$ 1,174.03 | \$ 46.96 | \$ 196.15 | \$ 1,417.14 |
| Total | \$ 25,157.80 | \$ 15,268.48 | \$ 4,025.63 | \$ 44,451.91 |

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, Delinquency and Reserve Fund Requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT C – DEBT SERVICE SCHEDULE

TOWN OF HICKORY CREEK, TEXAS Hickory Creek Public Improvement District No. 1

Special Assessment Revenue Bonds, Series 2017

Debt Service Schedule (after 7/15/20 call of \$50,000)

| Due | Principal | Int. Rate | Interest | Total | FY Total |
|----------|-----------------|-----------|-----------------|-----------------|-----------------|
| 3/1/2020 | | | \$ 75,275.00 | \$ 75,275.00 | |
| 9/1/2020 | \$ 85,000.00 | 3.000% | 74,275.00 | 159,275.00 | \$ 234,560.00 |
| 3/1/2021 | | | 73,000.00 | 73,000.00 | |
| 9/1/2021 | 90,000.00 | 3.000% | 73,000.00 | 163,000.00 | 236,000.00 |
| 3/1/2022 | | | 71,650.00 | 71,650.00 | |
| 9/1/2022 | 90,000.00 | 3.000% | 71,650.00 | 161,650.00 | 233,300.00 |
| 3/1/2023 | | | 70,300.00 | 70,300.00 | |
| 9/1/2023 | 95,000.00 | 3.000% | 70,300.00 | 165,300.00 | 235,600.00 |
| 3/1/2024 | | | 68,875.00 | 68,875.00 | |
| 9/1/2024 | 95,000.00 | 3.000% | 68,875.00 | 163,875.00 | 232,750.00 |
| 3/1/2025 | | | 67,450.00 | 67,450.00 | |
| 9/1/2025 | 100,000.00 | 3.500% | 67,450.00 | 167,450.00 | 234,900.00 |
| 3/1/2026 | | | 65,700.00 | 65,700.00 | |
| 9/1/2026 | 100,000.00 | 3.500% | 65,700.00 | 165,700.00 | 231,400.00 |
| 3/1/2027 | | | 63,950.00 | 63,950.00 | |
| 9/1/2027 | 105,000.00 | 3.500% | 63,950.00 | 168,950.00 | 232,900.00 |
| 3/1/2028 | | | 62,112.50 | 62,112.50 | |
| 9/1/2028 | 110,000.00 | 3.750% | 62,112.50 | 172,112.50 | 234,225.00 |
| 3/1/2029 | | | 60,050.00 | 60,050.00 | |
| 9/1/2029 | 115,000.00 | 3.750% | 60,050.00 | 175,050.00 | 235,100.00 |
| 3/1/2030 | | | 57,893.75 | 57,893.75 | |
| 9/1/2030 | 120,000.00 | 3.750% | 57,893.75 | 177,893.75 | 235,787.50 |
| 3/1/2031 | | | 55,643.75 | 55,643.75 | |
| 9/1/2031 | 125,000.00 | 3.750% | 55,643.75 | 180,643.75 | 236,287.50 |
| 3/1/2032 | | | 53,300.00 | 53,300.00 | |
| 9/1/2032 | 125,000.00 | 3.750% | 53,300.00 | 178,300.00 | 231,600.00 |
| 3/1/2033 | | | 50,956.25 | 50,956.25 | |
| 9/1/2033 | 130,000.00 | 3.875% | 50,956.25 | 180,956.25 | 231,912.50 |
| 3/1/2034 | | | 48,437.50 | 48,437.50 | |
| 9/1/2034 | 135,000.00 | 3.875% | 48,437.50 | 183,437.50 | 231,875.00 |
| 3/1/2035 | | | 45,821.88 | 45,821.88 | |
| 9/1/2035 | 140,000.00 | 3.875% | 45,821.88 | 185,821.88 | 231,643.75 |
| 3/1/2036 | | | 43,109.38 | 43,109.38 | |
| 9/1/2036 | 150,000.00 | 3.875% | 43,109.38 | 193,109.38 | 236,218.75 |
| 3/1/2037 | | | 40,203.13 | 40,203.13 | |
| 9/1/2037 | 155,000.00 | 3.875% | 40,203.13 | 195,203.13 | 235,406.25 |
| 3/1/2038 | | | 37,200.00 | 37,200.00 | |
| 9/1/2038 | 160,000.00 | 4.000% | 37,200.00 | 197,200.00 | 234,400.00 |
| 3/1/2039 | | | 34,000.00 | 34,000.00 | |
| 9/1/2039 | 165,000.00 | 4.000% | 34,000.00 | 199,000.00 | 233,000.00 |
| 3/1/2040 | | | 30,700.00 | 30,700.00 | |
| 9/1/2040 | 170,000.00 | 4.000% | 30,700.00 | 200,700.00 | 231,400.00 |
| 3/1/2041 | | | 27,300.00 | 27,300.00 | |
| 9/1/2041 | 180,000.00 | 4.000% | 27,300.00 | 207,300.00 | 234,600.00 |
| 3/1/2042 | | | 23,700.00 | 23,700.00 | |
| 9/1/2042 | 185,000.00 | 4.000% | 23,700.00 | 208,700.00 | 232,400.00 |
| 3/1/2043 | | | 20,000.00 | 20,000.00 | |
| 9/1/2043 | 195,000.00 | 4.000% | 20,000.00 | 215,000.00 | 235,000.00 |
| 3/1/2044 | | | 16,100.00 | 16,100.00 | |
| 9/1/2044 | 200,000.00 | 4.000% | 16,100.00 | 216,100.00 | 232,200.00 |
| 3/1/2045 | | | 12,100.00 | 12,100.00 | |
| 9/1/2045 | 210,000.00 | 4.000% | 12,100.00 | 222,100.00 | 234,200.00 |
| 3/1/2046 | | | 7,900.00 | 7,900.00 | |
| 9/1/2046 | 220,000.00 | 4.000% | 7,900.00 | 227,900.00 | 235,800.00 |
| 3/1/2047 | | | 3,500.00 | 3,500.00 | |
| 9/1/2047 | 175,000.00 | 4.000% | 3,500.00 | 178,500.00 | 182,000.00 |
| | \$ 3,925,000.00 | | \$ 2,571,456.25 | \$ 6,496,456.25 | \$ 6,496,456.25 |



EXHIBIT D – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Denton County Clerk's Office
Honorable Juli Luke
Denton County
1450 E McKinney St
Denton, TX 76209

Re: Town of Hickory Creek Lien Release documents for filing

Dear Ms. Juli Luke

Enclosed is a lien release that the Town of Hickory Creek is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

Town of Hickory Creek
Attn: Kristi Rogers
1075 Ronald Reagan Ave
Hickory Creek, TX 75056

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817)393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

Kristi Rogers
Town of Hickory Creek
1075 Ronald Regan Ave
Hickory Creek, TX 75056

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

| | | |
|------------------|---|--|
| STATE OF TEXAS | § | |
| | § | KNOW ALL MEN BY THESE PRESENTS: |
| COUNTY OF DENTON | § | |

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the Town of Hickory Creek, Texas, a Texas General Law Type A municipality.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "Town Council") of the Town of Hickory Creek, Texas (hereinafter referred to as the "Town"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the Town; and

WHEREAS, on or about March 27, 2012, the Town Council for the Town, approved Resolution No. 2012-0327-1, creating the Hickory Creek Public Improvement District No. 1; and

WHEREAS, the Hickory Creek Public Improvement District No. 1 consists of approximately 38.997 contiguous acres located within the corporate limits and extraterritorial jurisdiction of the Town; and

WHEREAS, on or about August 12, 2017, the Town Council, approved Resolution No. 2017-0815-1 (hereinafter referred to as the "Assessment Resolution") approving a service and assessment plan and assessment roll for the Property within the Hickory Creek Public Improvement District No. 1; and

WHEREAS, on _____, 2021, the Town Council, approved Resolution No. _____ which established the 2021 update to the service and assessment plan for the properties within the Hickory Creek Public Improvement District NO. 1 (the "2021 Update"), which revised the lien amounts within the area; and

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2021-08-_____**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK
APPROVING THE 2021 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT
PLAN AND ASSESSMENT ROLL FOR HICKORY CREEK PUBLIC IMPROVEMENT
DISTRICT NO. 2 INCLUDING THE COLLECTION OF THE 2021 ANNUAL
INSTALLMENTS**

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Creek Public Improvement District No. 2 (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, on February 24, 2020, the Town Council approved and accepted the 2020 Amended and Restated Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

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

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2021 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE
TOWN OF HICKORY CREEK, TEXAS, THAT:**

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

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Public Improvement District No. 2 2021 Annual Service Plan Update attached hereto as ***Exhibit A***.

Section 3. Approval of Update. The 2021 Annual Service Plan Update for the PID for 2021 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.

Section 5. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 23rd day of August, 2021.

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

EXHIBIT A

Service and Assessment Plan



HICKORY CREEK
PUBLIC IMPROVEMENT DISTRICT NO. 2
2021 ANNUAL SERVICE PLAN UPDATE

AUGUST 23, 2021

INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the “2012 SAP”), the 2020 Amended and Restated Service and Assessment Plan (the “2020 SAP”), or the Reimbursement Agreement, as applicable.

The District was created pursuant to the Act by Resolution No. 2012-0918-1 on September 18, 2012, by the Town Council to finance certain Authorized Improvements for the benefit of the property in the District.

On October 16, 2012, the Town Council approved the SAP and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District by approving the Assessment Ordinance No. 2012-10-699. The SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements and the manner of assessing the property in the District for the costs of the Authorized Improvements. The Town also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the SAP.

The Assessment Roll for the District was not updated in 2013.

On September 23, 2014, the Town Council approved the 2014 Annual Service Plan Update by council action. The 2014 Annual Service Update updated the Assessment Roll for 2014.

On September 22, 2015, the Town Council approved the 2015 Annual Service Plan Update by approving Resolution No. 2015-0922-2. The 2015 Annual Service Plan Update updated the Assessment Roll for 2015.

On September 15, 2016, the Town Council approved the 2016 Annual Service Plan Update by approving Resolution No. 2016-0920-2. The 2016 Annual Service Plan Update updated the Assessment Roll for 2016.

On September 19, 2017, the Town Council approved the 2017 Annual Service Plan Update by approving Resolution No. 2017-0919-2. The 2017 Annual Service Plan Update updated the Assessment Roll for 2017.

On June 19, 2018, the Town Council approved the 2018 Amended and Restated Service and Assessment Plan by adopting Ordinance No. 2018-06-796, which issued PID Bonds for Assessed Property within the District and updated the Assessment Roll for 2018.

On June 18, 2019, the Town Council approved the 2019 Annual Service Plan Update by adopting Resolution No. 2019-0618-2. The 2019 Annual Service Plan Update updated the Assessment Roll for 2019.

On February 24, 2020, the Town Council approved the 2020 Amended and Restated Service and Assessment Plan by adopting Ordinance No. 2020-02-845, which reallocated Assessment for the costs of certain improvements within the District and updated the Assessment Roll for 2020.

The SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2021.

The Town Council also adopted an Assessment Roll identifying the Assessments on each Parcel within the District, based on the method of assessment identified in the SAP. This Annual Service Plan Update also updates the Assessment Roll for 2021.

LISTED EVENTS¹

There have been listed events in the District as follows:

- \$25,000 partial sinking fund redemption on September 1, 2019.
- \$65,000 partial sinking fund redemption on September 1, 2020.

Set forth below is a list of material event disclosures regarding certain litigation and other matters involving certain affiliates of Centurion American:

- Westlake Entrada/Flower Mound Riverwalk Project (the “Entrada/Riverwalk Lawsuit”)
- Rainier Medical Investors LLC & RMI River Walk Investors LP v. Centurion Riverwalk, LLC, et al., in Collin County, Texas
- Megatel Homes III, LLC v. Wilbow-Windhaven Development Corporation v. Centurion Windhaven, LP, et al.; in Kaufman County Texas
- *Cause No. 3:20-CV-00688-L: Megatel Homes, LLC, et al. v. Mehrdad Moayedi, et al., in U.S. District Court, Northern District of Texas; Cause No. DC-19-08774 (in the 160th Judicial District Court, Dallas Co., Texas); Megatel Homes, LLC, et. al. v. United Development Funding L.P., et. al. ; Cause No. 380-02960-2020 (in the 380th District Court, Collin County, Texas); Megatel Homes III, LLC v. MM Plano 54, LLC; Cause No. DC-19-18033 (in the 160th District Court, Dallas County, Texas); Megatel Homes III, LLC v. CADG Mercer MM Holdings, LLC et. al.; Megatel Homes III, LLC v. CTMGT Erwin Farms, LLC and CADG Erwin Farms, LLC; Cause No. 219-01995-2021; 219th Judicial District Court, Collin County, Texas; Megatel Homes III, LLC v. CTMGT Frontier 80, LLC; Cause No. 199-01546-2021; 199th Judicial District Court, Collin County, Texas.*
- More information can be found by visiting the Electronic Municipal Market Access page at <https://emma.msrb.org/IssueView/Details/ER391766>

PARCEL SUBDIVISION

The following plats have been recorded within the District:

- The Final Plat for Steeplechase South Addition consisting of 131 single-family homes within Denton County was recorded in the official public records of the County on September 13, 2012.
- The Minor Replat of Lots 1XR1, Block F Steeplechase South Addition within Denton County was recorded in the official public records of the County on September 09, 2013.

¹ While the Developer and the Centurion Defendants are under common control of CADG, the Developer states that the suit has no merit and CADG will prevail in the continuing legal proceedings. The Developer states lawsuit will have no impact on the Developer or the Developer’s ability to continue funding of any development.

- The Replat of Lots 1X-R, 2X, 3X and Lots 2-24, Block A Steeplechase South Addition (33.83 Acre Tract) of All of Lot 1X, Block A of Steeplechase South Addition within Denton County was recorded in the official public records of the County on June 14, 2018.
- The Replat of Lots 1R and 2R, Block A Steeplechase South Addition (8.05 Acre Tract) of All of Lot 1, Block A of Steeplechase South Addition within Denton County was recorded in the official public records of the County on March 10, 2020. The Replat of Lots 1R and 2R, Block A Steeplechase South Addition (8.05 Acre Tract) of All of Lot 1, Block A of Steeplechase South Addition added one Lot classified as Changed Property to Improvement Area #1, and is attached as **Exhibit B**.

LOT AND HOME SALES

Per the Quarterly Report dated March 31, 2021, as required by the Continuing Disclosure Agreement, within Improvement Area #1, 15 Lots are under contract with Ryland, 28 Lots are under contract with Megatel, 29 Lots are under contract with First Texas, 35 Lots are under contract with AVH/MMCL; within Improvement Area #2, all 23 Lots are under contract with First Texas.

With Ryland, 15 homes have been built and closed to end-users. With Megatel, 28 homes have been built and closed to end-users. With First Texas, within Improvement Area #1, 8 Lots have been built, 8 homes are under construction, 3 Lots are vacant, and 25 Lots have been closed to end-users; within Improvement Area #2, no Lots have been closed to end-users. With AVH/MMCL, 35 Lots have been built and closed to end-users.

See **Exhibit C** for Homebuyer Disclosure.

OUTSTANDING ASSESSMENT

The outstanding Assessment for the District is \$4,034,204.54². The outstanding Assessment is less than the \$4,065,000.00 in outstanding PID Bonds due to a prepayment of Assessments for which bonds have not yet been redeemed.

ANNUAL INSTALLMENT DUE 1/31/2022

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$295,681.26.
- **Additional Interest** – Additional Interest is collected to fund the Delinquency and

² Net of \$65,000.00 PID Bonds principal payment due September 1, 2021 which will be paid using the Annual Installment collected on January 31, 2021.

Prepayment Reserve. The Delinquency the Prepayment Reserve Requirement, as defined in the Indenture, is \$223,575.00 and has not been met. As such, the Delinquency and Prepayment Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$20,325.00.

- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$30,692.20.

| Due January 31, 2022 | | |
|---------------------------------|-----------|-------------------|
| Principal | \$ | 70,000.00 |
| Interest | | 225,681.26 |
| Additional Interest | | 20,325.00 |
| Annual Collection Costs | | 30,692.20 |
| Total Annual Installment | \$ | 346,698.46 |

See **Exhibit D** for the debt service schedule for the PID Bonds as shown in the Official Statement.

PREPAYMENT OF ASSESSMENT IN FULL

The following is a list of all Parcels that made a Prepayment in full.

| Improvement Area #1 | | | |
|---------------------|-------------|-----------------|------------------------------|
| Property ID | Address | Prepayment Date | Recorded Lien Release Number |
| 557897 | Residential | 6/9/2021 | 114382 |

See **Exhibit E** for a form of Notice of PID Assessment Termination.

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial prepayments have occurred within the District.

BOND FUND

P3Works has reviewed the following bond accounts related to the District as of March 31, 2021, and each account contains the amount shown below:

| Account: | 3/31/2021 Balance |
|--|----------------------|
| Pledged Revenue Fund | |
| Bond Pledged Revenue Account | \$201,532.15 |
| Bond Fund | |
| Principal and Interest Account | \$0.57 |
| Project Fund | |
| Improvement Account | \$0.00 |
| Reserve Fund | |
| Reserve Account | \$307,787.22 |
| Delinquency and Prepayment Reserve Account | \$46,791.75 |
| Redemption Fund | \$0.00 |
| Rebate Fund | \$0.00 |
| Administrative Fund | \$9,544.84 |

BUDGET FOR CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

The Authorized Improvements consist of earthwork, water, sanitary sewer, storm drain, and paving infrastructure. Per the Developer's Quarterly Improvement Implementation Report dated March 30, 2021, required by the Continuing Disclosure Agreement (the "Quarterly Report"), Improvement Area #1 Improvements are complete. Development construction within in Improvement Area #2 is anticipated to be completed by July 2021. The following is a table demonstrating the total budget for the Authorized Improvements, the amount spent to date, and the percent complete of the Authorized Improvements.

| | Budget | Spent to Date | Percent of Budget Used |
|--|----------------------|----------------------|------------------------|
| Improvement Area #2¹ | | | |
| Earthwork | \$ 73,076.00 | \$ 153,566.75 | 210.15% |
| Water | 147,805.00 | \$ 369,585.64 | 250.05% |
| Sanitary Sewer | 19,550.00 | \$ 76,764.34 | 392.66% |
| Storm Drain | 79,284.00 | \$ 133,217.07 | 168.03% |
| Paving | 419,330.00 | \$ 80,991.97 | 19.31% |
| Performance and Payment Bonds | 11,654.46 | \$ - | 0.00% |
| | <u>\$ 750,699.46</u> | <u>\$ 814,125.77</u> | |

Notes:

¹ Per information provided by the developer 8/4/2021

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

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

| Hickory Creek PID No. 2 - Annual Installments | | | | | | |
|---|------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Installment Due | | 1/31/2022 | 1/31/2023 | 1/31/2024 | 1/31/2025 | 1/31/2026 |
| Principal | | \$ 70,000.00 | \$ 75,000.00 | \$ 80,000.00 | \$ 85,000.00 | \$ 90,000.00 |
| Interest | | \$ 225,681.26 | \$ 222,093.76 | \$ 218,250.00 | \$ 214,150.00 | \$ 209,793.76 |
| Total Debt Service | (1) | \$ 295,681.26 | \$ 297,093.76 | \$ 298,250.00 | \$ 299,150.00 | \$ 299,793.76 |
| Additional Interest | (2) | \$ 20,325.00 | \$ 19,975.00 | \$ 19,600.00 | \$ 19,200.00 | \$ 18,775.00 |
| Administrative Expenses | (3) | \$ 30,692.20 | \$ 31,306.04 | \$ 31,932.16 | \$ 32,570.81 | \$ 33,222.22 |
| Total Annual Installment | (4) = (1) + (2) + (3) | \$ 346,698.46 | \$ 348,374.80 | \$ 349,782.16 | \$ 350,920.81 | \$ 351,790.98 |

ASSESSMENT ROLL

The list of current Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A-1** for Improvement Area #1 and **Exhibit A-2** for Improvement Area #2. The Parcels shown on the Assessment Roll will receive the bills for the 2021 Annual Installments which will be delinquent if not paid by January 31, 2022. The totals shown on the Assessment Roll may not match the Service Plan due to unredeemed Prepayments.

EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

| Parcel ID | Lot Type | Outstanding Assessment | Installment Due 1/31/22 ¹ |
|-----------|-------------------------------|---------------------------|---|
| 557860 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557861 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557862 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557863 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557864 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557865 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557866 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557867 | Non-Benefitted Property | \$ - | \$ - |
| 557868 | Non-Benefitted Property | \$ - | \$ - |
| 557869 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557870 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557871 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557872 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557873 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557874 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557875 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557876 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557877 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557878 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557879 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557880 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557881 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557882 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557883 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557884 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557885 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557886 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557887 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557888 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557889 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557890 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557891 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557892 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557893 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557894 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557895 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557896 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557897 | Residential - Prepaid in Full | \$ - | \$ - |
| 557899 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557900 | Residential | \$ 30,795.45 | \$ 2,626.50 |

| Parcel ID | Lot Type | Outstanding Assessment | Installment Due 1/31/22 ¹ |
|-----------|-------------------------|---------------------------|---|
| 557901 | Non-Benefitted Property | \$ - | \$ - |
| 557902 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557903 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557904 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557905 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557906 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557907 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557908 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557909 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557910 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557911 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557912 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557913 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557914 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557915 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557916 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557917 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557918 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557919 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557920 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557921 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557922 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557923 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557924 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557925 | Non-Benefitted Property | \$ - | \$ - |
| 557927 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557928 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557929 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557930 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557931 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557932 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557933 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557934 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557935 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557936 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557937 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557938 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557939 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557940 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557941 | Non-Benefitted Property | \$ - | \$ - |

| Parcel ID | Lot Type | Outstanding Assessment | Installment Due 1/31/22 ¹ |
|--------------|-------------------------|---------------------------|---|
| 557943 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557944 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557945 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557946 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557947 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557949 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557950 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557951 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557952 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557953 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557954 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557955 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557956 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557957 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557958 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557959 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557960 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557961 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557962 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557963 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557964 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557965 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557966 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557967 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557968 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557969 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557971 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557972 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557973 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557974 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557975 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557976 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557977 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 557979 | Non-Benefitted Property | \$ - | \$ - |
| 775522 | Changed Property | \$ 30,795.45 | \$ 2,626.50 |
| 775523 | Non-Benefitted Property | \$ - | \$ - |
| 559781 | Non-Benefitted Property | \$ - | \$ - |
| 581613 | Non-Benefitted Property | \$ - | \$ - |
| Total | | \$ 3,325,909.09 | \$ 283,662.38 |

¹ The Annual Installment covers the period September 1, 2021 to August 31, 2022 and is due by January 31, 2022.

EXHIBIT A-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

| Parcel ID | Lot Type | Outstanding Assessment | Installment Due 1/31/22 ¹ |
|--------------|-------------------------|---------------------------|---|
| 732775 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732776 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732777 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732778 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732779 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732780 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732781 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732782 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732783 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732784 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732785 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732786 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732787 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732788 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732789 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732790 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732791 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732792 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732793 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732794 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732795 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732796 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732797 | Residential | \$ 30,795.45 | \$ 2,626.50 |
| 732798 | Non-Benefitted Property | \$ - | \$ - |
| 732799 | Non-Benefitted Property | \$ - | \$ - |
| 732800 | Non-Benefitted Property | \$ - | \$ - |
| Total | | \$ 708,295.45 | \$ 60,409.58 |

¹ The Annual Installment covers the period September 1, 2021 to August 31, 2022 and is due by January 31, 2022.

HICKORY CREEK PID NO. 2

2021 ANNUAL SERVICE PLAN UPDATE



EXHIBIT C – HOMEBUYER’S DISCLOSURE

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS TO THE TOWN OF HICKORY CREEK, TEXAS

CONCERNING THE PROPERTY AT:

STREET ADDRESS
ASSESSMENT: \$30,795.45

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the Town of Hickory Creek, Texas, for the costs of a portion of public improvements (the “**Authorized Improvements**”) undertaken for the benefit of the property within “**Hickory Creek Public Improvement District No. 2**” (the “**District**”) created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$30,795.45, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments 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 Secretary of Hickory Creek.

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

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

STATE OF TEXAS

Notary Public, State of Texas

§

§

COUNTY OF DENTON

§

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

Notary Public, State of Texas

| Annual Installments per Lot | | | | | | |
|-----------------------------|---------------------|---------------------|------------------------|----------------------------|----------------------|--|
| Installment Due 1/31 | Principal | Interest | Additional Interest | Administrative Expenses | Total Installment | |
| 2022 | \$ 530.30 | \$ 1,709.71 | \$ 153.98 | \$ 232.52 | \$ 2,626.50 | |
| 2023 | \$ 568.18 | \$ 1,682.53 | \$ 151.33 | \$ 237.17 | \$ 2,639.20 | |
| 2024 | \$ 606.06 | \$ 1,653.41 | \$ 148.48 | \$ 241.91 | \$ 2,649.86 | |
| 2025 | \$ 643.94 | \$ 1,622.35 | \$ 145.45 | \$ 246.75 | \$ 2,658.49 | |
| 2026 | \$ 681.82 | \$ 1,589.35 | \$ 142.23 | \$ 251.68 | \$ 2,665.08 | |
| 2027 | \$ 719.70 | \$ 1,554.40 | \$ 138.83 | \$ 256.72 | \$ 2,669.64 | |
| 2028 | \$ 757.58 | \$ 1,517.52 | \$ 135.23 | \$ 261.85 | \$ 2,672.17 | |
| 2029 | \$ 795.45 | \$ 1,478.69 | \$ 131.44 | \$ 267.09 | \$ 2,672.68 | |
| 2030 | \$ 871.21 | \$ 1,433.95 | \$ 71.59 | \$ 272.43 | \$ 2,649.18 | |
| 2031 | \$ 909.09 | \$ 1,384.94 | \$ - | \$ 277.88 | \$ 2,571.91 | |
| 2032 | \$ 946.97 | \$ 1,333.81 | \$ - | \$ 283.44 | \$ 2,564.21 | |
| 2033 | \$ 1,022.73 | \$ 1,280.54 | \$ - | \$ 289.11 | \$ 2,592.37 | |
| 2034 | \$ 1,060.61 | \$ 1,223.01 | \$ - | \$ 294.89 | \$ 2,578.50 | |
| 2035 | \$ 1,136.36 | \$ 1,163.35 | \$ - | \$ 300.79 | \$ 2,600.50 | |
| 2036 | \$ 1,174.24 | \$ 1,099.43 | \$ - | \$ 306.80 | \$ 2,580.48 | |
| 2037 | \$ 1,250.00 | \$ 1,033.38 | \$ - | \$ 312.94 | \$ 2,596.32 | |
| 2038 | \$ 1,325.76 | \$ 963.07 | \$ - | \$ 319.20 | \$ 2,608.02 | |
| 2039 | \$ 1,401.52 | \$ 888.49 | \$ - | \$ 325.58 | \$ 2,615.59 | |
| 2040 | \$ 1,477.27 | \$ 809.66 | \$ - | \$ 332.09 | \$ 2,619.02 | |
| 2041 | \$ 1,553.03 | \$ 726.56 | \$ - | \$ 338.73 | \$ 2,618.33 | |
| 2042 | \$ 1,628.79 | \$ 639.20 | \$ - | \$ 345.51 | \$ 2,613.50 | |
| 2043 | \$ 1,742.42 | \$ 547.59 | \$ - | \$ 352.42 | \$ 2,642.43 | |
| 2044 | \$ 1,856.06 | \$ 449.57 | \$ - | \$ 359.47 | \$ 2,665.10 | |
| 2045 | \$ 1,931.82 | \$ 345.17 | \$ - | \$ 366.66 | \$ 2,643.64 | |
| 2046 | \$ 2,045.45 | \$ 236.51 | \$ - | \$ 373.99 | \$ 2,655.95 | |
| 2047 | \$ 2,159.09 | \$ 121.45 | \$ - | \$ 381.47 | \$ 2,662.01 | |
| Total | \$ 30,795.45 | \$ 28,487.64 | \$ 1,218.56 | \$ 7,829.05 | \$ 68,330.70 | |

Note: Figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in administrative expenses, interest earnings or other available offsets could increase or decrease the amounts

EXHIBIT D – DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

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

| <u>Year Ending (September 30)</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|--|------------------------------|------------------------------|------------------------------|
| 2019 | \$ 25,000.00 | \$ 266,072.92 | \$ 291,072.92 |
| 2020 | 65,000.00 | 232,343.76 | 297,343.76 |
| 2021 | 65,000.00 | 229,012.50 | 294,012.50 |
| 2022 | 70,000.00 | 225,681.26 | 295,681.26 |
| 2023 | 75,000.00 | 222,093.76 | 297,093.76 |
| 2024 | 80,000.00 | 218,250.00 | 298,250.00 |
| 2025 | 85,000.00 | 214,150.00 | 299,150.00 |
| 2026 | 90,000.00 | 209,793.76 | 299,793.76 |
| 2027 | 95,000.00 | 205,181.26 | 300,181.26 |
| 2028 | 100,000.00 | 200,312.50 | 300,312.50 |
| 2029 | 105,000.00 | 195,187.50 | 300,187.50 |
| 2030 | 115,000.00 | 189,281.26 | 304,281.26 |
| 2031 | 120,000.00 | 182,812.50 | 302,812.50 |
| 2032 | 125,000.00 | 176,062.50 | 301,062.50 |
| 2033 | 135,000.00 | 169,031.26 | 304,031.26 |
| 2034 | 140,000.00 | 161,437.50 | 301,437.50 |
| 2035 | 150,000.00 | 153,562.50 | 303,562.50 |
| 2036 | 155,000.00 | 145,125.00 | 300,125.00 |
| 2037 | 165,000.00 | 136,406.26 | 301,406.26 |
| 2038 | 175,000.00 | 127,125.00 | 302,125.00 |
| 2039 | 185,000.00 | 117,281.26 | 302,281.26 |
| 2040 | 195,000.00 | 106,875.00 | 301,875.00 |
| 2041 | 205,000.00 | 95,906.26 | 300,906.26 |
| 2042 | 215,000.00 | 84,375.00 | 299,375.00 |
| 2043 | 230,000.00 | 72,281.26 | 302,281.26 |
| 2044 | 245,000.00 | 59,343.76 | 304,343.76 |
| 2045 | 255,000.00 | 45,562.50 | 300,562.50 |
| 2046 | 270,000.00 | 31,218.76 | 301,218.76 |
| 2047 | 285,000.00 | 16,031.26 | 301,031.26 |
| Total | <u>\$4,220,000.00</u> | <u>\$4,487,798.06</u> | <u>\$8,707,798.06</u> |

EXHIBIT E – NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Denton County Clerk's Office
Honorable Juli Luke
Denton County
1450 E McKinney St
Denton, TX 76209

Re: Town of Hickory Creek Lien Release documents for filing

Dear Ms. Juli Luke

Enclosed is a lien release that the Town of Hickory Creek is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

Town of Hickory Creek
Attn: Kristi Rogers
1075 Ronald Reagan Ave
Hickory Creek, TX 75056

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817)393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

**Kristi Rogers
1075 Ronald Reagan Ave
Hickory Creek, TX 75065**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

| | | |
|-------------------------|----------|--|
| STATE OF TEXAS | § | |
| | § | KNOW ALL MEN BY THESE PRESENTS: |
| COUNTY OF DENTON | § | |

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the Town of Hickory Creek, Texas, a Texas home rule municipality.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "Town Council") of the Town of Hickory Creek, Texas (hereinafter referred to as the "Town"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the Town; and

WHEREAS, on or about September 18, 2012, the Town Council for the Town, approved Resolution No. 2012-0918-1, creating the Hickory Creek Public Improvement District No. 2; and

WHEREAS, the Hickory Creek Public Improvement District No. 2 consists of approximately 111.424 contiguous acres within the corporate limits of the Town; and

WHEREAS, on or about October 16, 2012, the Town Council approved Ordinance No. 2012-10-699 (hereinafter referred to as the "Initial Assessment Ordinance"); and

WHEREAS, on or about February 24, 2020, the Town Council approved Ordinance No. 2020-02-845 (hereinafter referred to as the "2020 Assessment Ordinance") reallocating the assessment and approving an Amended and Restated Service and Assessment Plan (hereinafter

TOWN OF HICKORY CREEK
ORDINANCE NO. 2021-08-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS APPROVING THE 2021 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR HICKORY FARMS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2021 ANNUAL INSTALLMENTS.

WHEREAS, the Town of Hickory Creek (the “Town”) has created the Hickory Farms Public Improvement District (the “PID”) in accordance with the requirements of Section 372.005 of the Public Improvement District Assessment Act (the “Act”); and

WHEREAS, on June 18, 2019, the Town Council approved and accepted the Service and Assessment Plan in conformity with the requirements of the Act and adopted the assessment ordinance, which assessment ordinance approved the assessment roll and levied the assessments on property within the PID; and

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

WHEREAS, the Town requires that an update to the Service and Assessment Plan and the Assessment Roll for the PID for 2021 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the annual installment for assessed properties in the PID, and the Town now desires to approve such Annual Service Plan Update.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, THAT:

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

Section 2. Terms. Terms not otherwise defined herein are defined in the Town of Hickory Creek, Texas, Hickory Farms Public Improvement District 2020 Annual Service Plan Update attached hereto as *Exhibit A*.

Section 3. Approval of Update. The 2020 Annual Service Plan Update for the PID for 2021 is hereby approved and accepted by the Town Council.

Section 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this resolution are declared to be severable for that purpose.

Section 5. Effective Date. This Ordinance shall become effective from and after its date of passage in accordance with law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 23rd day of August, 2021.

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

EXHIBIT A

Service and Assessment Plan



HICKORY FARMS
PUBLIC IMPROVEMENT DISTRICT
2021 ANNUAL SERVICE PLAN UPDATE
AUGUST 23, 2021

INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Hickory Farms Public Improvement District Service and Assessment Plan (the “SAP”).

The District was created pursuant to the Act by Resolution No. 2019-0521-3 on May 21, 2019, by the Town Council to finance certain Authorized Improvements for the benefit of the property in the District.

On June 18, 2019, the Town Council approved the SAP for the District by adopting Ordinance No. 2019-06-821, which approved the levy of Assessments for Assessed Parcels within the District.

On July 27, 2020, the Town Council approved the SAP for the District by adopting Resolution No. 2020-0727-2, which approved the levy of Assessments for Assessed Parcels within the District.

The SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2021.

The Town Council also adopted an Assessment Roll identifying the Assessments on each Parcel within the District, based on the method of assessment identified in the SAP. This 2021 Annual Service Plan Update also updates the Assessment Roll for 2021.

[Remainder of page intentionally left blank.]

LISTED EVENTS

Set forth below is a list of material event disclosures regarding certain litigation and other matters involving certain affiliates of Centurion American:

- Westlake Entrada/Flower Mound Riverwalk Project (the “Entrada/Riverwalk Lawsuit”)
- Rainier Medical Investors LLC & RMI River Walk Investors LP v. Centurion Riverwalk, LLC, et al., in Collin County, Texas
- Megatel Homes III, LLC v. Wilbow-Windhaven Development Corporation v. Centurion Windhaven, LP, et al.; in Kaufman County Texas
- *Cause No. 3:20-CV-00688-L: Megatel Homes, LLC, et al. v. Mehrdad Moayedj, et al., in U.S. District Court, Northern District of Texas; Cause No. DC-19-08774 (in the 160th Judicial District Court, Dallas Co., Texas): Megatel Homes, LLC, et. al. v. United Development Funding L.P., et. al. ; Cause No. 380-02960-2020 (in the 380th District Court, Collin County, Texas); Megatel Homes III, LLC v. MM Plano 54, LLC; Cause No. DC-19-18033 (in the 160th District Court, Dallas County, Texas); Megatel Homes III, LLC v. CADG Mercer MM Holdings, LLC et. al.; Megatel Homes III, LLC v. CTMGT Erwin Farms, LLC and CADG Erwin Farms, LLC; Cause No. 219-01995-2021; 219th Judicial District Court, Collin County, Texas; Megatel Homes III, LLC v. CTMGT Frontier 80, LLC; Cause No. 199-01546-2021; 199th Judicial District Court, Collin County, Texas.*
- More information can be found by visiting the Electronic Municipal Market Access page at <https://emma.msrb.org/IssueView/Details/ER391766>

PARCEL SUBDIVISION

The Final Plat for The Alcove at Hickory Creek was filed and recorded in the official public records of the County on August 13, 2020, and consists of 130 Residential Lots and 4 Lots classified as Non-Benefitted Property, as depicted on **Exhibit B**. The District is fully subdivided.

LOT AND HOME SALES UPDATE

Per the Quarterly Report dated March 31, 2021, 127 Residential Lots have been closed to DR Horton, and 3 Residential Lots are under contract with Dr Horton. 114 Residential Lots are under construction, 5 homes are fully constructed, 114 homes are under contract with end-users, and 3 homes have been sold to end-users. See **Exhibit E** for Homebuyer Disclosures.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of \$4,087,867.41. The amount of outstanding Assessments is less than the amount of outstanding PID Bonds as a result of Assessments that have been prepaid for which PID Bonds have not yet been redeemed.

ANNUAL INSTALLMENT DUE 1/31/2022

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$269,850.00.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$53,800.00.
- **Additional Interest** – Additional Interest is collected to fund the Delinquency and Prepayment Reserve. The Delinquency and Prepayment Reserve Requirement, as defined in the Indenture, is equal to \$230,175.00 and has not been met. As such, the Delinquency and Prepayment Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest amount due of \$20,925.00.

| Due January 31, 2022 | | |
|---------------------------------|-----------|-------------------|
| Principal | \$ | 80,000.00 |
| Interest | | 189,850.00 |
| Annual Collection Costs | | 53,800.00 |
| Additional Interest | | 20,925.00 |
| Total Annual Installment | \$ | 344,575.00 |

See **Exhibit C** for the debt service schedule for the PID Bonds as shown in the official statement.

PREPAYMENT OF ASSESSMENTS IN FULL

The following is a list of all Parcels that made a Prepayment in full:

| Property ID | Lot Type | Address | Prepayment Date | Recorded Lien Release Number |
|-------------|----------|-----------------|-----------------|------------------------------|
| 960313 | 2 | 1014 Camphor St | 6/2/2021 | 114381 |
| 960374 | 1 | 1008 Almond St | 6/30/2021 | Pending |
| 960357 | 1 | 1042 Almond St | 7/14/2021 | Pending |

See **Exhibit D** for a form of Notice of PID Assessment Termination.

PARTIAL PREPAYMENTS OF ASSESSMENTS

No partial Prepayments have occurred within the District.

BOND FUND

P3Works has reviewed the following bond accounts related to the District as of March 31, 2021, and each account contains the amount shown below:

| Account: | 3/31/2021 Balance |
|------------------------------------|-------------------|
| Pledged Revenue Fund | |
| Bond Pledged Revenue Account | \$17.08 |
| Bond Fund | |
| Principal and Interest Account | \$0.83 |
| Capitalized Interest Account | \$106,427.71 |
| Project Fund | |
| Improvement Account | \$253,433.19 |
| Developer Improvement Account | \$342,933.42 |
| Reserve Fund | |
| Reserve Account | \$276,283.67 |
| Delinquency and Prepayment Reserve | \$41,872.16 |
| Redemption Fund | \$0.00 |
| Rebate Fund | \$0.00 |
| Administrative Fund | \$39,365.15 |

[Remainder of page intentionally left blank.]

BUDGET FOR CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

Per the Quarterly Report dated March 31, 2021, the Authorized Improvements listed in the SAP are completed and dedicated to the Town. See below for a table depicting the budgets of the Authorized Improvements, and the Actual Costs spent to date per the Quarterly Report dated March 31, 2021.

| Authorized Improvement Budget | | |
|-------------------------------|---------------------|----------------------------|
| Authorized Improvements | Budget | Spent to Date ¹ |
| Street | \$ 1,302,039 | \$ 743,017 |
| Water | 735,850 | 478,180 |
| Sanitary Sewer | 351,972 | 364,613 |
| Storm Drainage | 493,221 | 738,250 |
| Soft Costs and Contingency | 606,103 | 605,940 |
| | <u>\$ 3,489,185</u> | <u>\$ 2,930,000</u> |

Notes:

1) Per the Quarterly Report dated 3/31/2021.

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

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

| Hickory Farms PID | | | | | |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| Annual Installments Due | 1/31/2022 | 1/31/2023 | 1/31/2024 | 1/31/2025 | 1/31/2026 |
| Principal | \$ 80,000.00 | \$ 85,000.00 | \$ 90,000.00 | \$ 90,000.00 | \$ 95,000.00 |
| Interest | \$ 189,850.00 | \$ 186,650.00 | \$ 183,250.00 | \$ 179,650.00 | \$ 176,050.00 |
| (1) | \$ 269,850.00 | \$ 271,650.00 | \$ 273,250.00 | \$ 269,650.00 | \$ 271,050.00 |
| Additional Interest (2) | \$ 20,925.00 | \$ 20,525.00 | \$ 20,100.00 | \$ 19,650.00 | \$ 19,200.00 |
| Annual Collection Costs (3) | \$ 53,800.00 | \$ 54,876.00 | \$ 55,973.52 | \$ 57,092.99 | \$ 58,234.85 |
| Total Annual Installment (4) = (1) + (2) + (3) | \$ 344,575.00 | \$ 347,051.00 | \$ 349,323.52 | \$ 346,392.99 | \$ 348,484.85 |

ASSESSMENT ROLL

The list of current Parcels within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Rolls will receive the bills for the 2021 Annual Installments which will be delinquent if not paid by January 31, 2022.

EXHIBIT A – ASSESSMENT ROLL

| Property ID | Lot Type | Notes | Outstanding Assessment ^{[a],[b]} | Installment Due 1/31/22 ^{[a],[c]} |
|-------------|----------|-------|--|---|
| 960260 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960261 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960262 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960263 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960264 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960265 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960266 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960267 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960268 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960269 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960270 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960271 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960272 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960273 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960274 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960275 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960276 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960277 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960278 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960279 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960280 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960281 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960282 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960283 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960284 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960285 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960286 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960287 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960288 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960289 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960290 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960291 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960292 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960293 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960294 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960295 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960296 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960297 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960298 | 1 | | \$ 32,103.09 | \$ 2,649.75 |
| 960299 | 1 | | \$ 32,103.09 | \$ 2,649.75 |

| Property ID | Lot Type | Notes | Outstanding Assessment ^{[a],[b]} | Installment Due 1/31/22 ^{[a],[c]} |
|-------------|----------|-------|--|---|
| 960300 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960301 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960302 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960303 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960304 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960305 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960306 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960307 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960308 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960309 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960310 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960311 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960312 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960313 | 2 | [d] | \$ - | \$ - |
| 960314 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960315 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960316 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960317 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960318 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960319 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960320 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960321 | 2 | | \$ 32,931.55 | \$ 2,721.50 |
| 960322 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960323 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960324 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960325 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960326 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960327 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960328 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960329 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960330 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960331 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960332 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960333 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960334 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960335 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960336 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960337 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960338 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960339 | 1 | | \$ 32,103.09 | \$ 2,653.04 |

| Property ID | Lot Type | Notes | Outstanding Assessment ^{[a],[b]} | Installment Due 1/31/22 ^{[a],[c]} |
|-------------|-------------------------|-------|--|---|
| 960340 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960341 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960342 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960343 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960344 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960345 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960346 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960347 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960348 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960349 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960350 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960351 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960352 | Non-Benefitted Property | | \$ - | \$ - |
| 960353 | Non-Benefitted Property | | \$ - | \$ - |
| 960354 | Non-Benefitted Property | | \$ - | \$ - |
| 960355 | Non-Benefitted Property | | \$ - | \$ - |
| 960356 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960357 | 1 | [d] | \$ - | \$ - |
| 960358 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960359 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960360 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960361 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960362 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960363 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960364 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960365 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960366 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960367 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960368 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960369 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960370 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960371 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960372 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960373 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960374 | 1 | [d] | \$ - | \$ - |
| 960375 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960376 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960377 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960378 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960379 | 1 | | \$ 32,103.09 | \$ 2,653.04 |

| Property ID | Lot Type | Notes | Outstanding Assessment ^{[a],[b]} | Installment Due 1/31/22 ^{[a],[c]} |
|--------------|----------|-------|--|---|
| 960380 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960381 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960382 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960383 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960384 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960385 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960386 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960387 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960388 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960389 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960390 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960391 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960392 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| 960393 | 1 | | \$ 32,103.09 | \$ 2,653.04 |
| Total | | | \$ 4,087,862.41 | \$ 337,826.06 |

Notes:

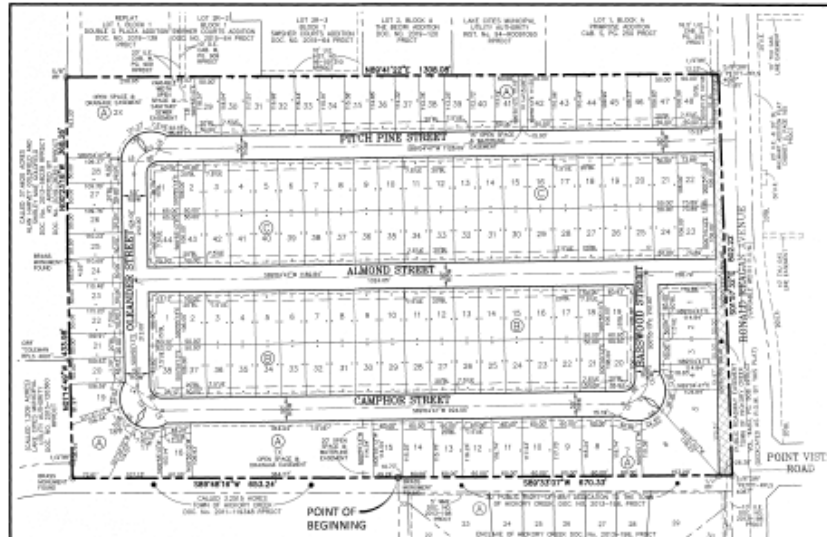
[a] Totals may not match the total outstanding Assessment or Annual Installment due to either (1) rounding, or (2) Prepayments received that have not redeemed PID Bonds.

[b] Outstanding Assessment prior to 1/31/2022 Annual Installment.

[c] The Annual Installment covers the period September 1, 2021 to August 31, 2022 and is due by 1/31/2022.

[d] Property ID prepaid their Assessment in full.

EXHIBIT B – FINAL PLAT OF THE ALCOVE AT HICKORY CREEK



NOTES

- Water service and sanitary sewer service to be provided by Lake Cities Municipal Utility Authority. Lake Cities Municipal Utility Authority shall have the right to locate and install the sanitary sewer and waterline easements within the boundary lines of the subject property. The owner shall be responsible for the cost of the waterline and sanitary sewer easements.
- All surface drainage easements shall be to the east of the subject property, and all other easements shall be to the west of the subject property.
- The easements shown and noted herein are in addition to the Texas Coordinate System of 1983 - North Central Zone No. 1202 - 1500 (GCS2011), all distances are surface distances with a tolerance of 1/1000th of 1 inch.
- All subject property lies within Zone 8 (Continental area), defined as Texas designated to include the GCS2011 datum.
- The subject property is the same as the property described in Exhibit "A" of Hickory Farms Development Agreement, recorded in Document Number 2019-12286 (PDS).

| LOT | AREA | PERCENT | REMARKS |
|-----|------|---------|---------|
| 1 | 1.00 | 1.00 | 1.00 |
| 2 | 1.00 | 1.00 | 1.00 |
| 3 | 1.00 | 1.00 | 1.00 |
| 4 | 1.00 | 1.00 | 1.00 |
| 5 | 1.00 | 1.00 | 1.00 |
| 6 | 1.00 | 1.00 | 1.00 |
| 7 | 1.00 | 1.00 | 1.00 |
| 8 | 1.00 | 1.00 | 1.00 |
| 9 | 1.00 | 1.00 | 1.00 |
| 10 | 1.00 | 1.00 | 1.00 |
| 11 | 1.00 | 1.00 | 1.00 |
| 12 | 1.00 | 1.00 | 1.00 |
| 13 | 1.00 | 1.00 | 1.00 |
| 14 | 1.00 | 1.00 | 1.00 |
| 15 | 1.00 | 1.00 | 1.00 |
| 16 | 1.00 | 1.00 | 1.00 |
| 17 | 1.00 | 1.00 | 1.00 |
| 18 | 1.00 | 1.00 | 1.00 |
| 19 | 1.00 | 1.00 | 1.00 |
| 20 | 1.00 | 1.00 | 1.00 |
| 21 | 1.00 | 1.00 | 1.00 |
| 22 | 1.00 | 1.00 | 1.00 |
| 23 | 1.00 | 1.00 | 1.00 |
| 24 | 1.00 | 1.00 | 1.00 |
| 25 | 1.00 | 1.00 | 1.00 |
| 26 | 1.00 | 1.00 | 1.00 |
| 27 | 1.00 | 1.00 | 1.00 |
| 28 | 1.00 | 1.00 | 1.00 |
| 29 | 1.00 | 1.00 | 1.00 |
| 30 | 1.00 | 1.00 | 1.00 |
| 31 | 1.00 | 1.00 | 1.00 |
| 32 | 1.00 | 1.00 | 1.00 |
| 33 | 1.00 | 1.00 | 1.00 |
| 34 | 1.00 | 1.00 | 1.00 |
| 35 | 1.00 | 1.00 | 1.00 |
| 36 | 1.00 | 1.00 | 1.00 |
| 37 | 1.00 | 1.00 | 1.00 |
| 38 | 1.00 | 1.00 | 1.00 |
| 39 | 1.00 | 1.00 | 1.00 |
| 40 | 1.00 | 1.00 | 1.00 |
| 41 | 1.00 | 1.00 | 1.00 |
| 42 | 1.00 | 1.00 | 1.00 |
| 43 | 1.00 | 1.00 | 1.00 |
| 44 | 1.00 | 1.00 | 1.00 |

| LOT | AREA | PERCENT | REMARKS |
|-----|------|---------|---------|
| 1 | 1.00 | 1.00 | 1.00 |
| 2 | 1.00 | 1.00 | 1.00 |
| 3 | 1.00 | 1.00 | 1.00 |
| 4 | 1.00 | 1.00 | 1.00 |
| 5 | 1.00 | 1.00 | 1.00 |
| 6 | 1.00 | 1.00 | 1.00 |
| 7 | 1.00 | 1.00 | 1.00 |
| 8 | 1.00 | 1.00 | 1.00 |
| 9 | 1.00 | 1.00 | 1.00 |
| 10 | 1.00 | 1.00 | 1.00 |
| 11 | 1.00 | 1.00 | 1.00 |
| 12 | 1.00 | 1.00 | 1.00 |
| 13 | 1.00 | 1.00 | 1.00 |
| 14 | 1.00 | 1.00 | 1.00 |
| 15 | 1.00 | 1.00 | 1.00 |
| 16 | 1.00 | 1.00 | 1.00 |
| 17 | 1.00 | 1.00 | 1.00 |
| 18 | 1.00 | 1.00 | 1.00 |
| 19 | 1.00 | 1.00 | 1.00 |
| 20 | 1.00 | 1.00 | 1.00 |
| 21 | 1.00 | 1.00 | 1.00 |
| 22 | 1.00 | 1.00 | 1.00 |
| 23 | 1.00 | 1.00 | 1.00 |
| 24 | 1.00 | 1.00 | 1.00 |
| 25 | 1.00 | 1.00 | 1.00 |
| 26 | 1.00 | 1.00 | 1.00 |
| 27 | 1.00 | 1.00 | 1.00 |
| 28 | 1.00 | 1.00 | 1.00 |
| 29 | 1.00 | 1.00 | 1.00 |
| 30 | 1.00 | 1.00 | 1.00 |
| 31 | 1.00 | 1.00 | 1.00 |
| 32 | 1.00 | 1.00 | 1.00 |
| 33 | 1.00 | 1.00 | 1.00 |
| 34 | 1.00 | 1.00 | 1.00 |
| 35 | 1.00 | 1.00 | 1.00 |
| 36 | 1.00 | 1.00 | 1.00 |
| 37 | 1.00 | 1.00 | 1.00 |
| 38 | 1.00 | 1.00 | 1.00 |
| 39 | 1.00 | 1.00 | 1.00 |
| 40 | 1.00 | 1.00 | 1.00 |
| 41 | 1.00 | 1.00 | 1.00 |
| 42 | 1.00 | 1.00 | 1.00 |
| 43 | 1.00 | 1.00 | 1.00 |
| 44 | 1.00 | 1.00 | 1.00 |

LEGEND

| SYMBOL | DESCRIPTION |
|--------|--------------------------------------|
| 1 | UTILITY EASEMENT |
| 2 | IMPROVED EASEMENT |
| 3 | WATER EASEMENT |
| 4 | SEWER EASEMENT |
| 5 | 6-18 INCH R/W R/W IN R/W MARKED |
| 6 | 18-36 INCH R/W R/W IN R/W MARKED |
| 7 | 36-48 INCH R/W R/W IN R/W MARKED |
| 8 | 48-72 INCH R/W R/W IN R/W MARKED |
| 9 | 72-96 INCH R/W R/W IN R/W MARKED |
| 10 | 96-120 INCH R/W R/W IN R/W MARKED |
| 11 | 120-144 INCH R/W R/W IN R/W MARKED |
| 12 | 144-168 INCH R/W R/W IN R/W MARKED |
| 13 | 168-192 INCH R/W R/W IN R/W MARKED |
| 14 | 192-216 INCH R/W R/W IN R/W MARKED |
| 15 | 216-240 INCH R/W R/W IN R/W MARKED |
| 16 | 240-264 INCH R/W R/W IN R/W MARKED |
| 17 | 264-288 INCH R/W R/W IN R/W MARKED |
| 18 | 288-312 INCH R/W R/W IN R/W MARKED |
| 19 | 312-336 INCH R/W R/W IN R/W MARKED |
| 20 | 336-360 INCH R/W R/W IN R/W MARKED |
| 21 | 360-384 INCH R/W R/W IN R/W MARKED |
| 22 | 384-408 INCH R/W R/W IN R/W MARKED |
| 23 | 408-432 INCH R/W R/W IN R/W MARKED |
| 24 | 432-456 INCH R/W R/W IN R/W MARKED |
| 25 | 456-480 INCH R/W R/W IN R/W MARKED |
| 26 | 480-504 INCH R/W R/W IN R/W MARKED |
| 27 | 504-528 INCH R/W R/W IN R/W MARKED |
| 28 | 528-552 INCH R/W R/W IN R/W MARKED |
| 29 | 552-576 INCH R/W R/W IN R/W MARKED |
| 30 | 576-600 INCH R/W R/W IN R/W MARKED |
| 31 | 600-624 INCH R/W R/W IN R/W MARKED |
| 32 | 624-648 INCH R/W R/W IN R/W MARKED |
| 33 | 648-672 INCH R/W R/W IN R/W MARKED |
| 34 | 672-696 INCH R/W R/W IN R/W MARKED |
| 35 | 696-720 INCH R/W R/W IN R/W MARKED |
| 36 | 720-744 INCH R/W R/W IN R/W MARKED |
| 37 | 744-768 INCH R/W R/W IN R/W MARKED |
| 38 | 768-792 INCH R/W R/W IN R/W MARKED |
| 39 | 792-816 INCH R/W R/W IN R/W MARKED |
| 40 | 816-840 INCH R/W R/W IN R/W MARKED |
| 41 | 840-864 INCH R/W R/W IN R/W MARKED |
| 42 | 864-888 INCH R/W R/W IN R/W MARKED |
| 43 | 888-912 INCH R/W R/W IN R/W MARKED |
| 44 | 912-936 INCH R/W R/W IN R/W MARKED |
| 45 | 936-960 INCH R/W R/W IN R/W MARKED |
| 46 | 960-984 INCH R/W R/W IN R/W MARKED |
| 47 | 984-1008 INCH R/W R/W IN R/W MARKED |
| 48 | 1008-1032 INCH R/W R/W IN R/W MARKED |
| 49 | 1032-1056 INCH R/W R/W IN R/W MARKED |
| 50 | 1056-1080 INCH R/W R/W IN R/W MARKED |
| 51 | 1080-1104 INCH R/W R/W IN R/W MARKED |
| 52 | 1104-1128 INCH R/W R/W IN R/W MARKED |
| 53 | 1128-1152 INCH R/W R/W IN R/W MARKED |
| 54 | 1152-1176 INCH R/W R/W IN R/W MARKED |
| 55 | 1176-1200 INCH R/W R/W IN R/W MARKED |
| 56 | 1200-1224 INCH R/W R/W IN R/W MARKED |
| 57 | 1224-1248 INCH R/W R/W IN R/W MARKED |
| 58 | 1248-1272 INCH R/W R/W IN R/W MARKED |
| 59 | 1272-1296 INCH R/W R/W IN R/W MARKED |
| 60 | 1296-1320 INCH R/W R/W IN R/W MARKED |
| 61 | 1320-1344 INCH R/W R/W IN R/W MARKED |
| 62 | 1344-1368 INCH R/W R/W IN R/W MARKED |
| 63 | 1368-1392 INCH R/W R/W IN R/W MARKED |
| 64 | 1392-1416 INCH R/W R/W IN R/W MARKED |
| 65 | 1416-1440 INCH R/W R/W IN R/W MARKED |
| 66 | 1440-1464 INCH R/W R/W IN R/W MARKED |
| 67 | 1464-1488 INCH R/W R/W IN R/W MARKED |
| 68 | 1488-1512 INCH R/W R/W IN R/W MARKED |
| 69 | 1512-1536 INCH R/W R/W IN R/W MARKED |
| 70 | 1536-1560 INCH R/W R/W IN R/W MARKED |
| 71 | 1560-1584 INCH R/W R/W IN R/W MARKED |
| 72 | 1584-1608 INCH R/W R/W IN R/W MARKED |
| 73 | 1608-1632 INCH R/W R/W IN R/W MARKED |
| 74 | 1632-1656 INCH R/W R/W IN R/W MARKED |
| 75 | 1656-1680 INCH R/W R/W IN R/W MARKED |
| 76 | 1680-1704 INCH R/W R/W IN R/W MARKED |
| 77 | 1704-1728 INCH R/W R/W IN R/W MARKED |
| 78 | 1728-1752 INCH R/W R/W IN R/W MARKED |
| 79 | 1752-1776 INCH R/W R/W IN R/W MARKED |
| 80 | 1776-1800 INCH R/W R/W IN R/W MARKED |
| 81 | 1800-1824 INCH R/W R/W IN R/W MARKED |
| 82 | 1824-1848 INCH R/W R/W IN R/W MARKED |
| 83 | 1848-1872 INCH R/W R/W IN R/W MARKED |
| 84 | 1872-1896 INCH R/W R/W IN R/W MARKED |
| 85 | 1896-1920 INCH R/W R/W IN R/W MARKED |
| 86 | 1920-1944 INCH R/W R/W IN R/W MARKED |
| 87 | 1944-1968 INCH R/W R/W IN R/W MARKED |
| 88 | 1968-1992 INCH R/W R/W IN R/W MARKED |
| 89 | 1992-2016 INCH R/W R/W IN R/W MARKED |
| 90 | 2016-2040 INCH R/W R/W IN R/W MARKED |
| 91 | 2040-2064 INCH R/W R/W IN R/W MARKED |
| 92 | 2064-2088 INCH R/W R/W IN R/W MARKED |
| 93 | 2088-2112 INCH R/W R/W IN R/W MARKED |
| 94 | 2112-2136 INCH R/W R/W IN R/W MARKED |
| 95 | 2136-2160 INCH R/W R/W IN R/W MARKED |
| 96 | 2160-2184 INCH R/W R/W IN R/W MARKED |
| 97 | 2184-2208 INCH R/W R/W IN R/W MARKED |
| 98 | 2208-2232 INCH R/W R/W IN R/W MARKED |
| 99 | 2232-2256 INCH R/W R/W IN R/W MARKED |
| 100 | 2256-2280 INCH R/W R/W IN R/W MARKED |
| 101 | 2280-2304 INCH R/W R/W IN R/W MARKED |
| 102 | 2304-2328 INCH R/W R/W IN R/W MARKED |
| 103 | 2328-2352 INCH R/W R/W IN R/W MARKED |
| 104 | 2352-2376 INCH R/W R/W IN R/W MARKED |
| 105 | 2376-2400 INCH R/W R/W IN R/W MARKED |
| 106 | 2400-2424 INCH R/W R/W IN R/W MARKED |
| 107 | 2424-2448 INCH R/W R/W IN R/W MARKED |
| 108 | 2448-2472 INCH R/W R/W IN R/W MARKED |
| 109 | 2472-2496 INCH R/W R/W IN R/W MARKED |
| 110 | 2496-2520 INCH R/W R/W IN R/W MARKED |
| 111 | 2520-2544 INCH R/W R/W IN R/W MARKED |
| 112 | 2544-2568 INCH R/W R/W IN R/W MARKED |
| 113 | 2568-2592 INCH R/W R/W IN R/W MARKED |
| 114 | 2592-2616 INCH R/W R/W IN R/W MARKED |
| 115 | 2616-2640 INCH R/W R/W IN R/W MARKED |
| 116 | 2640-2664 INCH R/W R/W IN R/W MARKED |
| 117 | 2664-2688 INCH R/W R/W IN R/W MARKED |
| 118 | 2688-2712 INCH R/W R/W IN R/W MARKED |
| 119 | 2712-2736 INCH R/W R/W IN R/W MARKED |
| 120 | 2736-2760 INCH R/W R/W IN R/W MARKED |
| 121 | 2760-2784 INCH R/W R/W IN R/W MARKED |
| 122 | 2784-2808 INCH R/W R/W IN R/W MARKED |
| 123 | 2808-2832 INCH R/W R/W IN R/W MARKED |
| 124 | 2832-2856 INCH R/W R/W IN R/W MARKED |
| 125 | 2856-2880 INCH R/W R/W IN R/W MARKED |
| 126 | 2880-2904 INCH R/W R/W IN R/W MARKED |
| 127 | 2904-2928 INCH R/W R/W IN R/W MARKED |
| 128 | 2928-2952 INCH R/W R/W IN R/W MARKED |
| 129 | 2952-2976 INCH R/W R/W IN R/W MARKED |
| 130 | 2976-3000 INCH R/W R/W IN R/W MARKED |
| 131 | 3000-3024 INCH R/W R/W IN R/W MARKED |
| 132 | 3024-3048 INCH R/W R/W IN R/W MARKED |
| 133 | 3048-3072 INCH R/W R/W IN R/W MARKED |
| 134 | 3072-3096 INCH R/W R/W IN R/W MARKED |
| 135 | 3096-3120 INCH R/W R/W IN R/W MARKED |
| 136 | 3120-3144 INCH R/W R/W IN R/W MARKED |
| 137 | 3144-3168 INCH R/W R/W IN R/W MARKED |
| 138 | 3168-3192 INCH R/W R/W IN R/W MARKED |
| 139 | 3192-3216 INCH R/W R/W IN R/W MARKED |
| 140 | 3216-3240 INCH R/W R/W IN R/W MARKED |
| 141 | 3240-3264 INCH R/W R/W IN R/W MARKED |
| 142 | 3264-3288 INCH R/W R/W IN R/W MARKED |
| 143 | 3288-3312 INCH R/W R/W IN R/W MARKED |
| 144 | 3312-3336 INCH R/W R/W IN R/W MARKED |
| 145 | 3336-3360 INCH R/W R/W IN R/W MARKED |
| 146 | 3360-3384 INCH R/W R/W IN R/W MARKED |
| 147 | 3384-3408 INCH R/W R/W IN R/W MARKED |
| 148 | 3408-3432 INCH R/W R/W IN R/W MARKED |
| 149 | 3432-3456 INCH R/W R/W IN R/W MARKED |
| 150 | 3456-3480 INCH R/W R/W IN R/W MARKED |
| 151 | 3480-3504 INCH R/W R/W IN R/W MARKED |
| 152 | 3504-3528 INCH R/W R/W IN R/W MARKED |
| 153 | 3528-3552 INCH R/W R/W IN R/W MARKED |
| 154 | 3552-3576 INCH R/W R/W IN R/W MARKED |
| 155 | 3576-3600 INCH R/W R/W IN R/W MARKED |
| 156 | 3600-3624 INCH R/W R/W IN R/W MARKED |
| 157 | 3624-3648 INCH R/W R/W IN R/W MARKED |
| 158 | 3648-3672 INCH R/W R/W IN R/W MARKED |
| 159 | 3672-3696 INCH R/W R/W IN R/W MARKED |
| 160 | 3696-3720 INCH R/W R/W IN R/W MARKED |
| 161 | 3720-3744 INCH R/W R/W IN R/W MARKED |
| 162 | 3744-3768 INCH R/W R/W IN R/W MARKED |
| 163 | 3768-3792 INCH R/W R/W IN R/W MARKED |
| 164 | 3792-3816 INCH R/W R/W IN R/W MARKED |
| 165 | 3816-3840 INCH R/W R/W IN R/W MARKED |
| 166 | 3840-3864 INCH R/W R/W IN R/W MARKED |
| 167 | 3864-3888 INCH R/W R/W IN R/W MARKED |
| 168 | 3888-3912 INCH R/W R/W IN R/W MARKED |
| 169 | 3912-3936 INCH R/W R/W IN R/W MARKED |
| 170 | 3936-3960 INCH R/W R/W IN R/W MARKED |
| 171 | 3960-3984 INCH R/W R/W IN R/W MARKED |
| 172 | 3984-4008 INCH R/W R/W IN R/W MARKED |
| 173 | 4008-4032 INCH R/W R/W IN R/W MARKED |
| 174 | 4032-4056 INCH R/W R/W IN R/W MARKED |
| 175 | 4056-4080 INCH R/W R/W IN R/W MARKED |
| 176 | 4080-4104 INCH R/W R/W IN R/W MARKED |
| 177 | 4104-4128 INCH R/W R/W IN R/W MARKED |
| 178 | 4128-4152 INCH R/W R/W IN R/W MARKED |
| 179 | 4152-4176 INCH R/W R/W IN R/W MARKED |
| 180 | 4176-4200 INCH R/W R/W IN R/W MARKED |
| 181 | 4200-4224 INCH R/W R/W IN R/W MARKED |
| 182 | 4224-4248 INCH R/W R/W IN R/W MARKED |
| 183 | 4248-4272 INCH R/W R/W IN R/W MARKED |
| 184 | 4272-4296 INCH R/W R/W IN R/W MARKED |
| 185 | 4296-4320 INCH R/W R/W IN R/W MARKED |
| 186 | 4320-4344 INCH R/W R/W IN R/W MARKED |
| 187 | 4344-4368 INCH R/W R/W IN R/W MARKED |
| 188 | 4368-4392 INCH R/W R/W IN R/W MARKED |
| 189 | 4392-4416 INCH R/W R/W IN R/W MARKED |
| 190 | 4416-4440 INCH R/W R/W IN R/W MARKED |
| 191 | 4440-4464 INCH R/W R/W IN R/W MARKED |
| 192 | 4464-4488 INCH R/W R/W IN R/W MARKED |
| 193 | 4488-4512 INCH R/W R/W IN R/W MARKED |
| 194 | 4512-4536 INCH R/W R/W IN R/W MARKED |
| 195 | 4536-4560 INCH R/W R/W IN R/W MARKED |
| 196 | 4560-4584 INCH R/W R/W IN R/W MARKED |
| 197 | 4584-4608 INCH R/W R/W IN R/W MARKED |
| 198 | 4608-4632 INCH R/W R/W IN R/W MARKED |
| 199 | 4632-4656 INCH R/W R/W IN R/W MARKED |
| 200 | 4656-4680 INCH R/W R/W IN R/W MARKED |
| 201 | 4680-4704 INCH R/W R/W IN R/W MARKED |
| 202 | 4704-4728 INCH R/W R/W IN R/W MARKED |
| 203 | 4728-4752 INCH R/W R/W IN R/W MARKED |
| 204 | 4752-4776 INCH R/W R/W IN R/W MARKED |
| 205 | 4776-4800 INCH R/W R/W IN R/W MARKED |
| 206 | 4800-4824 INCH R/W R/W IN R/W MARKED |
| 207 | 4824-4848 INCH R/W R/W IN R/W MARKED |
| 208 | 4848-4872 INCH R/W R/W IN R/W MARKED |
| 209 | 4872-4896 INCH R/W R/W IN R/W MARKED |
| 210 | 4896-4920 INCH R/W R/W IN R/W MARKED |
| 211 | 4920-4944 INCH R/W R/W IN R/W MARKED |
| 212 | 4944-4968 INCH R/W R/W IN R/W MARKED |
| 213 | 4968-4992 INCH R/W R/W IN R/W MARKED |
| 214 | 4992-5016 INCH R/W R/W IN R/W MARKED |
| 215 | 5016-5040 INCH R/W R/W IN R/W MARKED |
| 216 | 5040-5064 INCH R/W R/W IN R/W MARKED |

EXHIBIT C – DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

Town of Hickory Creek, Texas
Special Assesment Revenue Bonds, Series 2019
(Hickory Farms Public Improvement District)
~FINAL NUMBERS~

Dated Date 07/10/2019
Delivery Date 07/10/2019

| Period Ending | Principal | Coupon | Interest | Debt Service |
|------------------|-----------|--------|--------------|--------------|
| 09/30/2019 | | | 26,895.42 | 26,895.42 |
| 09/30/2020 | | | 189,850.00 | 189,850.00 |
| 09/30/2021 | | | 189,850.00 | 189,850.00 |
| 09/30/2022 | 80,000 | 4.000% | 189,850.00 | 269,850.00 |
| 09/30/2023 | 85,000 | 4.000% | 186,650.00 | 271,650.00 |
| 09/30/2024 | 90,000 | 4.000% | 183,250.00 | 273,250.00 |
| 09/30/2025 | 90,000 | 4.000% | 179,650.00 | 269,650.00 |
| 09/30/2026 | 95,000 | 4.000% | 176,050.00 | 271,050.00 |
| 09/30/2027 | 100,000 | 4.000% | 172,250.00 | 272,250.00 |
| 09/30/2028 | 100,000 | 4.000% | 168,250.00 | 268,250.00 |
| 09/30/2029 | 105,000 | 4.000% | 164,250.00 | 269,250.00 |
| 09/30/2030 | 110,000 | 4.500% | 160,050.00 | 270,050.00 |
| 09/30/2031 | 115,000 | 4.500% | 155,100.00 | 270,100.00 |
| 09/30/2032 | 120,000 | 4.500% | 149,925.00 | 269,925.00 |
| 09/30/2033 | 125,000 | 4.500% | 144,525.00 | 269,525.00 |
| 09/30/2034 | 130,000 | 4.500% | 138,900.00 | 268,900.00 |
| 09/30/2035 | 135,000 | 4.500% | 133,050.00 | 268,050.00 |
| 09/30/2036 | 140,000 | 4.500% | 126,975.00 | 266,975.00 |
| 09/30/2037 | 150,000 | 4.500% | 120,675.00 | 270,675.00 |
| 09/30/2038 | 155,000 | 4.500% | 113,925.00 | 268,925.00 |
| 09/30/2039 | 160,000 | 4.500% | 106,950.00 | 266,950.00 |
| 09/30/2040 | 170,000 | 4.750% | 99,750.00 | 269,750.00 |
| 09/30/2041 | 175,000 | 4.750% | 91,675.00 | 266,675.00 |
| 09/30/2042 | 185,000 | 4.750% | 83,362.50 | 268,362.50 |
| 09/30/2043 | 195,000 | 4.750% | 74,575.00 | 269,575.00 |
| 09/30/2044 | 205,000 | 4.750% | 65,312.50 | 270,312.50 |
| 09/30/2045 | 210,000 | 4.750% | 55,575.00 | 265,575.00 |
| 09/30/2046 | 225,000 | 4.750% | 45,600.00 | 270,600.00 |
| 09/30/2047 | 235,000 | 4.750% | 34,912.50 | 269,912.50 |
| 09/30/2048 | 245,000 | 4.750% | 23,750.00 | 268,750.00 |
| 09/30/2049 | 255,000 | 4.750% | 12,112.50 | 267,112.50 |
| | 4,185,000 | | 3,763,495.42 | 7,948,495.42 |

Note: Bonds Callable on 9/1/2029 at Par.

EXHIBIT D – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Denton County Clerk's Office
Honorable Juli Luke
Denton County
1450 E McKinney St
Denton, TX 76209

Re: Town of Hickory Creek Lien Release documents for filing

Dear Ms. Juli Luke

Enclosed is a lien release that the Town of Hickory Creek is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

Town of Hickory Creek
Attn: Kristi Rogers
1075 Ronald Reagan Ave
Hickory Creek, TX 75056

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817)393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

**Kristi Rogers
1075 Ronald Reagan Ave
Hickory Creek, TX 75065**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

**STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS: §
COUNTY OF DENTON §**

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the Town of Hickory Creek, Texas, a Texas home rule municipality.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "Town Council") of the Town of Hickory Creek, Texas (hereinafter referred to as the "Town"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the Town; and

WHEREAS, on or about May 21, 2019, the Town Council for the Town, approved Resolution No. 2019-06-821, creating the Hickory Farms Public Improvement District; and

WHEREAS, the Hickory Farms Public Improvement District consists of approximately 24.277 contiguous acres within the corporate limits of the Town; and

WHEREAS, on or about June 18, 2019, the Town Council approved Ordinance No. 2019-06-821, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the assessed property within the Hickory Farms Public Improvement District; and

WHEREAS, on or about _____, the Town Council, adopted Resolution No. _____, which approved the 2021 Annual Service Plan Update (the "2021 SAP Update"), for the assessed properties within the Hickory Farms Public Improvement District and which revised the lien amounts within the District; and

WHEREAS, the Assessment Ordinance, as modified by the 2020 SAP Update, imposed an assessment (hereinafter referred to as the "Lien") in the amount of _____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Denton County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the real property records of Denton County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the property have paid unto the Town the Lien Amount.

RELEASE

NOW THEREFORE, the Town, the owner and holder of the Lien, as established by Ordinance No. 2019-06-0821, which levied the Assessment against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said Lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

TOWN OF HICKORY CREEK, TEXAS,
A Texas home rule municipality,

By: _____
John Smith, Town Administrator

ATTEST:

Kristi Rogers, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by John Smith, Town Administrator for the Town of Hickory Creek, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT E – HOMEBUYER DISCLOSURES

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

- Lot Type 1
- Lot Type 2

[Remainder of page intentionally left blank.]

AFTER RECORDING RETURN TO:

Town Secretary
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065



NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT.

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice.

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

This disclosure does not apply to a transfer:

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

This notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located.

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE TOWN OF HICKORY CREEK, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

PRINCIPAL LOT TYPE 1 ASSESSMENT: \$32,103.09

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

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 of Hickory Creek. 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 of Hickory Creek.

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.

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

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, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENT

| Installments Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Total Annual Installment |
|--------------------------|---------------------|---------------------|----------------------------|------------------------|-----------------------------|
| 2022 | \$ 613.68 | \$ 1,456.34 | \$ 422.51 | \$ 160.52 | \$ 2,653.04 |
| 2023 | \$ 652.03 | \$ 1,431.79 | \$ 430.96 | \$ 157.45 | \$ 2,672.23 |
| 2024 | \$ 690.39 | \$ 1,405.71 | \$ 439.58 | \$ 154.19 | \$ 2,689.86 |
| 2025 | \$ 690.39 | \$ 1,378.09 | \$ 448.37 | \$ 150.73 | \$ 2,667.58 |
| 2026 | \$ 728.74 | \$ 1,350.48 | \$ 457.33 | \$ 147.28 | \$ 2,683.84 |
| 2027 | \$ 767.10 | \$ 1,321.33 | \$ 466.48 | \$ 143.64 | \$ 2,698.55 |
| 2028 | \$ 767.10 | \$ 1,290.64 | \$ 475.81 | \$ 139.80 | \$ 2,673.36 |
| 2029 | \$ 805.45 | \$ 1,259.96 | \$ 485.33 | \$ 135.97 | \$ 2,686.71 |
| 2030 | \$ 843.81 | \$ 1,227.74 | \$ 495.03 | \$ 131.94 | \$ 2,698.52 |
| 2031 | \$ 882.16 | \$ 1,189.77 | \$ 504.93 | \$ 127.72 | \$ 2,704.59 |
| 2032 | \$ 920.52 | \$ 1,150.07 | \$ 515.03 | \$ 123.31 | \$ 2,708.94 |
| 2033 | \$ 958.87 | \$ 1,108.65 | \$ 525.33 | \$ 118.71 | \$ 2,711.56 |
| 2034 | \$ 997.23 | \$ 1,065.50 | \$ 535.84 | \$ 113.91 | \$ 2,712.48 |
| 2035 | \$ 1,035.58 | \$ 1,020.63 | \$ 546.56 | \$ 108.93 | \$ 2,711.69 |
| 2036 | \$ 1,073.94 | \$ 974.02 | \$ 557.49 | \$ 103.75 | \$ 2,709.20 |
| 2037 | \$ 1,150.65 | \$ 925.70 | \$ 568.64 | \$ 98.38 | \$ 2,743.36 |
| 2038 | \$ 1,189.00 | \$ 873.92 | \$ 580.01 | \$ 92.63 | \$ 2,735.56 |
| 2039 | \$ 1,227.36 | \$ 820.41 | \$ 591.61 | \$ 86.68 | \$ 2,726.06 |
| 2040 | \$ 1,304.07 | \$ 765.18 | \$ 603.44 | \$ 80.55 | \$ 2,753.24 |
| 2041 | \$ 1,342.42 | \$ 703.24 | \$ 615.51 | \$ 74.03 | \$ 2,735.20 |
| 2042 | \$ 1,419.13 | \$ 639.47 | \$ 627.82 | \$ 67.31 | \$ 2,753.74 |
| 2043 | \$ 1,495.84 | \$ 572.06 | \$ 640.38 | \$ 60.22 | \$ 2,768.50 |
| 2044 | \$ 1,572.55 | \$ 501.01 | \$ 653.19 | \$ 52.74 | \$ 2,779.49 |
| 2045 | \$ 1,610.91 | \$ 426.32 | \$ 666.25 | \$ 44.88 | \$ 2,748.35 |
| 2046 | \$ 1,725.97 | \$ 349.80 | \$ 679.57 | \$ 36.82 | \$ 2,792.16 |
| 2047 | \$ 1,802.68 | \$ 267.81 | \$ 693.17 | \$ 28.19 | \$ 2,791.85 |
| 2048 | \$ 1,879.39 | \$ 182.19 | \$ 707.03 | \$ 19.18 | \$ 2,787.78 |
| 2049 | \$ 1,956.10 | \$ 92.91 | \$ 721.17 | \$ 9.78 | \$ 2,779.97 |
| Total | \$ 32,103.09 | \$ 25,750.74 | \$ 15,654.36 | \$ 2,769.23 | \$ 76,277.41 |

(a) Interest is calculated at the interest rate of the PID Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

AFTER RECORDING RETURN TO:

Town Secretary
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065



NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT.

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice.

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

This disclosure does not apply to a transfer:

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

This notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located.

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE TOWN OF HICKORY CREEK, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

PRINCIPAL LOT TYPE 2 ASSESSMENT: \$32,931.55

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

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 of Hickory Creek. 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 of Hickory Creek.

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.

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

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, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

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

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENT

| Installments Due 1/31 | Principal | Interest [a] | Annual Collection Costs | Additional Interest | Total Annual Installment |
|--------------------------|---------------------|---------------------|----------------------------|------------------------|-----------------------------|
| 2022 | \$ 629.52 | \$ 1,493.92 | \$ 433.41 | \$ 164.66 | \$ 2,721.50 |
| 2023 | \$ 668.86 | \$ 1,468.74 | \$ 442.08 | \$ 161.51 | \$ 2,741.19 |
| 2024 | \$ 708.21 | \$ 1,441.99 | \$ 450.92 | \$ 158.17 | \$ 2,759.28 |
| 2025 | \$ 708.21 | \$ 1,413.66 | \$ 459.94 | \$ 154.62 | \$ 2,736.42 |
| 2026 | \$ 747.55 | \$ 1,385.33 | \$ 469.14 | \$ 151.08 | \$ 2,753.10 |
| 2027 | \$ 786.89 | \$ 1,355.43 | \$ 478.52 | \$ 147.35 | \$ 2,768.19 |
| 2028 | \$ 786.89 | \$ 1,323.95 | \$ 488.09 | \$ 143.41 | \$ 2,742.35 |
| 2029 | \$ 826.24 | \$ 1,292.48 | \$ 497.85 | \$ 139.48 | \$ 2,756.04 |
| 2030 | \$ 865.58 | \$ 1,259.43 | \$ 507.81 | \$ 135.35 | \$ 2,768.16 |
| 2031 | \$ 904.93 | \$ 1,220.47 | \$ 517.96 | \$ 131.02 | \$ 2,774.39 |
| 2032 | \$ 944.27 | \$ 1,179.75 | \$ 528.32 | \$ 126.49 | \$ 2,778.84 |
| 2033 | \$ 983.62 | \$ 1,137.26 | \$ 538.89 | \$ 121.77 | \$ 2,781.54 |
| 2034 | \$ 1,022.96 | \$ 1,093.00 | \$ 549.67 | \$ 116.85 | \$ 2,782.48 |
| 2035 | \$ 1,062.31 | \$ 1,046.96 | \$ 560.66 | \$ 111.74 | \$ 2,781.67 |
| 2036 | \$ 1,101.65 | \$ 999.16 | \$ 571.87 | \$ 106.43 | \$ 2,779.11 |
| 2037 | \$ 1,180.34 | \$ 949.59 | \$ 583.31 | \$ 100.92 | \$ 2,814.16 |
| 2038 | \$ 1,219.69 | \$ 896.47 | \$ 594.98 | \$ 95.02 | \$ 2,806.15 |
| 2039 | \$ 1,259.03 | \$ 841.58 | \$ 606.88 | \$ 88.92 | \$ 2,796.41 |
| 2040 | \$ 1,337.72 | \$ 784.93 | \$ 619.02 | \$ 82.62 | \$ 2,824.29 |
| 2041 | \$ 1,377.07 | \$ 721.39 | \$ 631.40 | \$ 75.94 | \$ 2,805.78 |
| 2042 | \$ 1,455.76 | \$ 655.98 | \$ 644.02 | \$ 69.05 | \$ 2,824.80 |
| 2043 | \$ 1,534.45 | \$ 586.83 | \$ 656.90 | \$ 61.77 | \$ 2,839.95 |
| 2044 | \$ 1,613.13 | \$ 513.94 | \$ 670.04 | \$ 54.10 | \$ 2,851.22 |
| 2045 | \$ 1,652.48 | \$ 437.32 | \$ 683.44 | \$ 46.03 | \$ 2,819.27 |
| 2046 | \$ 1,770.51 | \$ 358.82 | \$ 697.11 | \$ 37.77 | \$ 2,864.22 |
| 2047 | \$ 1,849.20 | \$ 274.72 | \$ 711.05 | \$ 28.92 | \$ 2,863.90 |
| 2048 | \$ 1,927.89 | \$ 186.89 | \$ 725.28 | \$ 19.67 | \$ 2,859.73 |
| 2049 | \$ 2,006.58 | \$ 95.31 | \$ 739.78 | \$ 10.03 | \$ 2,851.71 |
| Total | \$ 32,931.55 | \$ 26,415.28 | \$ 16,058.34 | \$ 2,840.69 | \$ 78,245.86 |

(a) Interest is calculated at the interest rate of the PID Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2021-08-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE TOWN OF HICKORY CREEK, TEXAS, CHAPTER 3: BUILDING REGULATIONS, BY AMENDING ARTICLE 3.11: SOLAR PANEL STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek, Texas, is a Type A General Law Municipality located in Denton County, Texas, created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town of Hickory Creek, Texas is a general law municipality empowered under the Texas Local Government Code, Section 51.012, to adopt an ordinance necessary for the government, interest, welfare, or good order of the Town; and

WHEREAS, the Town Council does hereby find and determine that the adoption of this Ordinance is in the best interest of the Town and is necessary for the government, interest, welfare, and good order of the Town as well as the public health, safety, morals and general welfare of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS:

SECTION 1
INCORPORATION CLAUSE

That all of the above premises are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2
FINDINGS

After due deliberations the Town Council has concluded that the adoption of this Ordinance is in the best interest of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

SECTION 3
AMENDMENTS

3.01 That the Code of Ordinances, Town of Hickory Creek, Texas, Chapter 3: Building Regulations, Article 3.11: Solar Panel Standards is hereby amended to read as follows:

"Section 3.11. – Solar Panel Standards

Sec. 3.11.001. – Violations

Any person violating any of the provisions of this article shall be subject to a fine, as provided for in the general penalty in section 1.01.009 of this code, upon conviction in the municipal court, and each and every day that the premises shall remain in a condition in violation of the terms of this article shall constitute a separate offense. This section shall be in addition to and cumulative of the provisions for the abatement of the said nuisance and charging the cost of same against the owner of the premises by the town.

Sec 3.11.002. – Compliance Required

It shall be unlawful to maintain, alter, or install any solar panel system or a component thereof in town without having fully complied with the provisions of this article.

Sec. 3.11.003. – Permit for Installation, Alteration, or Maintenance

No alteration, installation, or maintenance of a solar panel system or component thereof may occur within the town unless the town has issued a permit for the same. To obtain the permit required by this section, an applicant must pay the fee described in the town's master fee schedule. An applicant's submittal for a building permit, and electrical permit, for locating a solar panel within the city must demonstrate compliance with the following standards.

(1) Definitions

- a. *Solar Panel System*: means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

(2) Location and design requirements.

- (A) Solar panel systems shall be allowed as an accessory use in all zoning districts.
- (B) Solar panel systems are prohibited where the installation threatens the public health or safety or violates the law, as determined by a court.
- (C) Solar panel systems may only be installed (1) on a roof of a building, (2) within a fenced yard, or (3) a patio, each of which must be owned and maintained by the property owner.
- (D) Solar panel systems may not be installed upon a roof, where the Solar Panel System:
 - (1) extends higher than or beyond the roofline;
 - (2) is located in an area other than an area designated by the Town of Hickory Creek, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the Town;
 - (3) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or

- (4) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
- (E) The Town designates the following areas permitted for Solar Panel System installation:
 - (1) Roof mounted solar panel systems shall not extend past the roofline and shall be parallel to the roofline.
 - (2) Solar panel systems shall be located no closer than two feet from the edge of any roofline, ridge or valley, and shall cover no more than 80 percent of the roof surface area.
- (3) Nuisance abatement, maintenance and decommissioning.
 - (A) Glare. A solar panel shall be designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard.
 - (B) Enforcement. A solar panel system, or any component thereof, that creates glare or reflection onto adjacent properties or roadways is determined to constitute a nuisance. If a solar panel system or any component thereof is deemed to constitute a nuisance or a safety hazard, the Town Administrator has the authority to require the owner to remove, redesign or screening of the solar panels to the extent necessary to eliminate the glare onto adjacent property or roadway.
 - (C) Maintenance. The owner of the property with a solar panel system shall maintain the system so that it does not create a safety issue for surrounding property owners.
 - (D) Removal with disuse. Any solar panel system that has been inactive for a continuous 12-month period shall be removed.
- (4) Application requirements. An application for a building permit for installation of solar panel systems must include all information requested on the application including, but limited to:
 - (A) Scaled elevation drawings showing the location and height of the solar panel system.
 - (B) If the solar panel system is to be interconnected with the distribution system of the electric utility provider, written authorization that the public utility company has been informed of the owner's intent to install a customer-owned solar panel and that such connection has been approved.
 - (C) A letter from a professional engineer stating the roof will support the structural load of the system.
- (5) Additional installation requirements.
 - (A) The solar photovoltaic (PV) system shall comply with the city's adopted National Electrical Code (NEC) with an electrical diagram submitted for review to meet code compliance.
 - (B) The solar panel system shall be installed by qualified or certified installers.
 - (C) A licensed electrician shall install the solar panel electrical system.
 - (D) PV systems shall comply with NEC regulations regarding installation and use. Listed and labeled equipment shall be installed and used in accordance with any instructions included in the listing and labeling.

(E) All PV systems shall comply with UL Standards."

3.02 All other articles, chapters, sections, subsections, paragraphs, sentences, phrases and words, are not amended but are hereby ratified and affirmed.

SECTION 4

CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5

SEVERABILITY CLAUSE

If any section, article, paragraph, sentence, clause, phrase or work in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

SAVINGS CLAUSE

All rights and remedies of the Town of Hickory Creek, Texas, are expressly saved as to any and all violations of the provisions of any other Ordinances of the Town affecting building, mechanical, plumbing, electrical and housing codes, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

PUBLICATION CLAUSE

The Town Secretary of the Town of Hickory Creek is hereby directed to publish, the Caption, Penalty Clause and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 8

ENGROSSMENT AND ENROLLMENT CLAUSE

The Town Secretary of the Town of Hickory Creek is hereby directed to engross and enroll this Ordinance by copying the exact Caption, Penalty and Effective Date in the minutes of the Town Council and by filing this Ordinance in the ordinance records of the Town.

SECTION 9
EFFECTIVE DATE CLAUSE

That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from the date of passage and publication in the official newspaper.

IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this the 23rd day of August, 2021.

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0823-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE TOWN ADMINISTRATOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT FOR SERVICES BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND SPAN, INC., AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek (the “Town”), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas;

WHEREAS, the Town Council has been presented with an Interlocal Agreement for Services to provide nutrition, transportation and social services to older persons, persons with disability, veterans, and the general public (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Town Administrator shall be authorized to execute it on behalf of the Town of Hickory Creek.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hickory Creek, Texas:

Section 1: That the Town Administrator of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Agreement attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 23rd day of August, 2021

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L Sargent, III, Town Attorney
Town of Hickory Creek, Texas

STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL AGREEMENT FOR SERVICES

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between Hickory Creek, Texas, acting by and through its duly authorized Town Manager (hereinafter referred to as "TOWN") and SPAN, Inc., (hereinafter referred to as "SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

WHEREAS SPAN enables people to live as fully and independently as possible by providing nutrition transportation and social services to older persons, persons with disabilities, veterans, and the general public; and

WHEREAS the success of or failure of the SPAN's purposes and objectives has a direct impact on the health and welfare of the citizens of the TOWN; and

WHEREAS the TOWN is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and

WHEREAS SPAN transportation services were developed to provide safe and efficient transportation to seniors, persons with special needs, veterans and as otherwise defined by agreements into which SPAN may enter from time to time; and

WHEREAS the TOWN and SPAN desire to enter into this Agreement whereby SPAN will provide demand response transit service for TOWN residents that are seniors (age 65 or older), and people with documented disabilities (hereafter referred to collectively as "Riders"); and

WHEREAS Riders in TOWN may be taken anywhere in SPAN's demand response transit service area in Denton County at a cost to the Riders of \$3.00 for seniors (age 65 and older) and people with documented disabilities for the purposes of medical treatments, doctor's and dentist's appointments, trips to get prescriptions filled; shopping for necessities, travel to and from the Lake Dallas Public Library, Employment, Education, Nutrition, Recreation, and Workshop trips; and

WHEREAS Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off by calling SPAN'S Transportation Office at 940-382-1900 weekdays between the hours of 8:00 a.m. and 2:00 p.m.: and

WHEREAS Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday excluding major holidays and subject to capacity constraints.

NOW, THEREFORE, THE TOWN AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Recitals

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

2. Scope of Transportation Services

SPAN shall provide door-to-door demand response transit services to TOWN citizens residing in Denton County who are Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN.

3. SPAN Transportation Operations

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the TOWN's Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.
- b. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the TOWN's Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the TOWN Manager or his/her designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.
- c. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.
- d. Span will inform riders that their trips to the doctor or dentist's office, hospital, drug store or other location may qualify as a Medicaid eligible trip.
- e. Span reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to himself/herself or any other person. Span also reserves the right to suspend or terminate riders who violate Span's cancellation policy.

4. Payment

- a. SPAN shall provide unlimited trips per month to the Town riders of Shady Shores, Hickory Creek, Lake Dallas and Corinth using 5310 grant funds.

5. Indemnification

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the TOWN, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. In the event of joint and concurring responsibility of SPAN and the TOWN, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6. Insurance

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to the TOWN. SPAN shall furnish the TOWN with certificates of insurance or copies of the policies and, the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or policies to the TOWN on or before the expiration date of the previous certificates or policies. The insurance shall be the following types and in amounts not less than indicated:

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:

Name the TOWN, and its officials, officers and employees, as additional insureds and provide thirty (30) days written notice to the TOWN of any material change to or cancellation of the insurance.

7. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

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 full force and effect as to the balance of its provisions and shall be construed as if such invalid provision were not a part hereof.

9. Mediation

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

10. Term of Agreement

The term of this Agreement shall be from October 1, 2021, through September 30, 2022, subject to renewal by the parties. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. In the event the TOWN terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination.

11. Applicable Law Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

12. Attorney's Fees and Costs

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

IN WITNESS WHEREOF the TOWN of Hickory Creek and Span, Inc. have executed this Agreement on this the 23rd day of August, 2021.

SPAN, INC:

Michelle McMahon, Executive Director

TOWN OF HICKORY CREEK:

John M. Smith, Jr., Town Administrator
Town of Hickory of Hickory Creek

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0823-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY RATIFYING AN AGREEMENT BETWEEN THE TOWN OF HICKORY CREEK AND BUILD BY I-CODES CONCERNING INSPECTION SERVICES AND THE CORRESPONDING CHARGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek (the “Town”), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the Town Council desires to ratify an agreement between the Town of Hickory Creek, Texas and Build by I-Codes concerning Inspection Services and the Corresponding Charges effectively dated August 10, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hickory Creek, Texas, that:

Section 1: the Town Council hereby ratifies the agreement between the Town of Hickory Creek, Texas and Build by I-Codes concerning Inspection Services and the Corresponding Charges effectively dated August 10, 2021 and attached hereto as Exhibit A.

Section 2: The resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 23rd day of August, 2021

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

Agreement of Services for the Town of Hickory Creek, Texas

From: Build by I-Codes

W. Scott Leavelle

1756 Hurst, TX 76054

817-244-2327

To: Town of Hickory Creek, Texas

1075 Ronald Reagan Ave, 75065

Build by I-Codes will provide Building Inspections as follows:

All Inspection must be Requested before 4:00 PM each weekday for the following day inspections. Inspections are made from 8:00 AM until 5:00 PM each weekday.

All communications and Inspection Request from builders will be directed to a designated E-mail (TBD).

Types of inspections and pricing are set forth below:

Single Family Dwelling- \$400 per house

Inspections:

T-Pole and Plumbing Rough (2)

Foundation (1)

2nds (All MEP's and Frame) (4)

Gas and Electric Utilities (2)

Final (1)

Swimming Pools \$280

Setback (1)

Belly Steel and P-trap (2)

Underground electric and gas (2)

Deck Steel (1)

Final (1)

Remodels/Addition/Detached stick frame (Change to Footprint) \$320

Plumbing rough and setback (2)

Foundation (1)

2nds (MEP's and frame) (4)

Final (1)

Remodels (No change to footprint) \$280

Plumbing rough and Underground electric (2)

2nds (MEP's and frame) (4)

Final (1)

Miscellaneous stand alone permits, \$40 per inspection, examples.

Water heaters- \$40

A/C system- \$40

Fences- \$40

Accessory building (Pre fab storage shed)- \$40

Pre Construction meetings: 1 Hour \$80

All Commercial Inspections: \$50 per Inspection, quantities Unknown.

(Commercial projects have many partial and Misc. Inspections)

Re-inspection fee- \$50: Re-Inspection Fee's are a rarity. The purpose of a Re-Inspection fee is to control careless building practices that take advantage of the system. An example is an inspection that is "Not ready", or a history of continuous repeated violations. The objective of the Inspection process is to find compliance solutions and to keep the job moving towards completion. Most inspections will be a "Correct and Proceed". Corrections can be verified at the next inspection and with photos.

Terms of Service:

Build by I-Codes will be the Exclusive Inspection agency.

Date of Terms: August 1st, 2021 to August 1st, 2022.

Invoicing: Invoices to be sent out before the last business day of the End of the Month.

Payments: Payments to be made by the 15th of the following month.

Payment: Payments to be made to "Build by I-Codes".

To Accept these terms and begin the Inspection Services, please sign below.

Town of Hickory Creek Administrator

John Smith

Date 8-10-21

Build by I-Codes

W. Scott Leavelle

Date 8-10-21

TOWN OF HICKORY CREEK, TEXAS
ORDINANCE NO. 2021-08-___

AN ORDINANCE OF THE TOWN OF HICKORY CREEK, TEXAS, AMENDING ORDINANCE 2021-03-872, ITS COMPREHENSIVE ZONING ORDINANCE CONCERNING THE PLANNED DEVELOPMENT ZONING ON A CERTAIN TRACT OF LAND DESCRIBED AS 24.31 ACRES LOCATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220 IN DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN, TO AMEND THE PLANNED DEVELOPMENT (PD) ZONING DISTRICT APPLICABLE TO THE PROPERTY; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING A CONCEPT PLAN; PROVIDING DEVELOPMENT STANDARDS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR THE TOWN OF HICKORY CREEK TO BRING SUIT IN DISTRICT COURT TO ENJOIN THE PERSON, FIRM, PARTNERSHIP, CORPORATION, OR ASSOCIATION FROM ENGAGING IN THE PROHIBITED ACTIVITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner/representative of a tract of land (the “Land”), described as a 24.31 acre tract of land located in the H.H. Swisher Survey, Abstract No. 1220 in Denton County, Texas and being more specifically described in Exhibit “A” attached hereto and incorporated herein, has applied to amend the standards of the PD (Planned Development) zoning currently applicable to the Land; and

WHEREAS, all legal notices, requirements and conditions having been complied with, the case to amend the Planned Development zoning came before the Planning and Zoning Commission; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the Town has forwarded to the Town Council its recommendation regarding the adoption of the amendment to the Comprehensive Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before Town Council at which the Town Council considered, among other things, the character of the land and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the Town, and does hereby find that the amendment of the Planned Development zoning approved hereby accomplishes such objectives; and

WHEREAS, the Town Council has determined that there is a necessity and need for the change in zoning and that the proposed change is consistent with the Comprehensive Land Use Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, 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
FINDINGS

After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the Town Council has concluded that the adoption of this Ordinance is in the best interests of the Town of Hickory Creek, Texas, and of the public health, safety and welfare.

SECTION 3
AMENDMENT

Ordinance 2021-03-872, which is a zoning ordinance of the Town of Hickory Creek, Texas, is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed:

- A. Exhibit B to 2021-03-872 is hereby replaced with the Exhibit B attached hereto, and incorporated herein for all purposes.
- B. Exhibit C to 2021-03-872 is hereby replaced with the Exhibit C attached hereto, and incorporated herein for all purposes.

SECTION 4
APPLICABLE REGULATIONS

In all respects the Land shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town including but not limited to the Town's subdivision ordinance, building codes, requirements concerning preliminary and final site plans, and landscape plans. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as outlined by this Ordinance.

SECTION 5
NO VESTED INTEREST

No developer or property owner shall acquire any vested interest in this Ordinance, the Planned Development District or in any other specific regulations contained herein. Any provision of this Ordinance may be repealed by the Town Council

SECTION 6 **CUMULATIVE**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance.

SECTION 7 **SAVINGS**

All rights and remedies of the Town of Hickory Creek, Texas, are expressly saved as to any and all violations of the provisions of any other Ordinance affecting regulations governing and regulating the zoning of land which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8 **SEVERABILITY**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 9 **PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

If the governing body of the Town of Hickory Creek determines that a violation of this Ordinance has occurred, the Town of Hickory Creek may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 10 **PUBLICATION**

The Town Secretary of the Town of Hickory Creek is hereby directed to publish the Caption, Penalty and Effective Date of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 11
ENGROSSMENT AND ENROLLMENT

The Town Secretary of the Town of Hickory Creek is hereby directed to engross and enroll this Ordinance by copying the exact Caption, Penalty and Effective Date in the minutes of the Town Council and by filing this Ordinance in the ordinance records of the Town.

SECTION 12
EFFECTIVE DATE.

This Ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas, this 23rd day of August, 2021.

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

Exhibit A
Legal Description

BEING a 24.31 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220 in the Denton County, Texas, and being part of a called 36.253 acre tract of land described as "Tract 1" and part of a called 3.2515 acre tract of land described as "Tract 2" in Executor's Deed to Richard Goldfield, Brian Goldfield and Susan Goldfield, recorded in Instrument Number 2019-36351 of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at the southwest corner of a called 0.7892 acre tract of land described in deed to State of Texas, recorded in Instrument Number 2010-103394, O.P.R.D.C.T., on the west line of said 36.253 acre tract, the east line of a called 30 acre tract of land described in deed to Lennon II Family Limited Partnership, recorded in County Clerk's Number 96-0042656, O.P.R.D.C.T. and on the south right-of-way line of Swisher Road (also known as F.M. 2181, variable width right-of-way), from which a found "TXDOT" monument bears South degrees 53 minutes 18 seconds East, a distance of 0.39 of a foot;

THENCE South 01 degree 44 minutes 29 seconds East, with the west line of said 36.253 acre tract and the east line of said 30 acre tract, a distance of 482.07 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for the POINT OF BEGINNING;

THENCE over and across said 36.253 acre tract, the following bearings and distances:

South 89 degrees 23 minutes 35 seconds East, departing the west line of said 36.253 acre tract and the east line of said 30 acre tract, a distance of 365.86 feet to a 1/2-inch set iron rod with cap for corner;

North 00 degree 22 minutes 12 seconds West, a distance of 174.85 feet to a 1/2-inch set iron rod with cap for corner;

North 89 degrees 23 minutes 35 seconds East, a distance of 962.95 feet to a 1/2-inch set iron rod with cap for corner on the east line of said 36.253 acre tract and the west line of the remainder of a called 14.45 acre tract of land described in deed to W.J. Atkins, recorded in Volume 608, Page 564, of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE South 00 degree 26 minutes 06 seconds East, with the east line of said 36.253 acre tract, a distance of 531.24 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 01 degree 15 minutes 44 seconds East, with the east line of said 36.253 acre tract, a distance of 199.72 feet to a 1/2-inch found iron rod with cap stamped "COLEMAN" for an "ell" corner of said 36.253 acre tract and the northeast corner of a called 1.209 acre tract of land described in deed to Lake Cities Municipal Utility Authority, recorded in Instrument Number 2015-120360, O.P.R.D.C.T.;

THENCE South 89 degrees 48 minutes 42 seconds West, with the south line of said 36.253 acre tract and the north line of said 1.209 acre tract, a distance of 239.94 feet to a set "X" cut for an "ell" corner of said 36.253 acre tract and the northwest corner of said 1.209 acre tract;

THENCE over and across said 36.253 acre tract, the following bearings and distances:

North 00 degree 11 minutes 18 seconds West, a distance of 184.61 feet to a 1/2-inch set iron rod with cap for corner;

North 90 degrees 00 minutes 00 seconds West, a distance of 250.00 feet to a 1/2-inch set iron rod with cap for corner;

South 00 degree 11 minutes 18 seconds East, passing at a distance of 426.85 feet to the south line of said 36.253 acre tract and the north line of said 3.2515 acre tract, and continuing over and across said 3.2515 acre tract, a distance of 486.85 feet to a 1/2-inch set iron rod with cap for corner on the south line of said 3.2515 acre tract and the north line of a called 38.8755 acre tract of land described in deed to KSW Holding Hickory Creek, LP, recorded in Instrument Number 2018-111193, O.P.R.D.C.T.;

THENCE with the south line of said 3.2515 acre tract and the north line of said 38.8755 acre tract, the following bearings and distances:

South 89 degrees 49 minutes 08 seconds West, a distance of 309.94 feet to a 1/2-inch found iron rod with cap stamped "RPLS 1890" for the point of curvature of a tangent circular curve to the right, having a radius of 460.00 feet whose chord bears North 71 degrees 50 minutes 16 seconds West, a distance of 289.53 feet;

Westerly, with said curve, through a central angle of 36 degrees 41 minutes 11 seconds, an arc distance of 294.54 feet to a 1/2-inch set iron rod with cap for the point of reverse curvature of a tangent circular curve to the left, having a radius of 400.00 feet whose chord bears North 72 degrees 27 minutes 49 seconds West, a distance of 260.05 feet;

Westerly, with said curve, through a central angle of 37 degrees 56 minutes 18 seconds, an arc distance of 264.86 feet to a 1/2-inch found iron rod with cap for corner;

South 88 degrees 34 minutes 02 seconds West, a distance of 1.31 feet to a 1/2-inch set iron rod with cap for the northwest corner of said 38.8755 acre tract and the northeast corner of Lot 8, Block F of Steeplechase North Addition Phase 1, an addition to the Town of Hickory Creek, Denton County, Texas, recorded in Instrument Number 2013-91, O.P.R.D.C.T.;

THENCE North 00 degrees 00 minutes 27 seconds West, departing the south line of said 3.2515 acre tract and over and across said 3.2515 acre tract, a distance of 30.00 feet to a found monument for the southeast corner of a called 3.086 acre tract of land described in deed to Town of Hickory Creek, recorded in Instrument Number 2018-39882, O.P.R.D.C.T.;

THENCE North 00 degrees 30 minutes 58 seconds West, with west line of said 3.2515 acre tract and the east line of said 3.086 acre tract, passing at a distance of 30.01 feet to the common southwest corner of said 36.253 acre tract and an "ell" corner of said 3.2515 acre tract, and continuing with the west line of said 36.253 acre tract and the east line of said 3.086 acre tract, passing at a distance of 100.01 feet to the northeast corner of said 3.086 acre tract and on the east line of a called 10 acre tract of land described in deed to Lennon II Family Limited Partnership, recorded in County Clerk's File Number 96-0042657, O.P.R.D.C.T., and continuing with the west line of said 36.253 acre tract and the east line of said 10 acre tract, for a total distance of 322.31 feet to a 1/2-inch set iron rod with cap for the northeast corner of said 10 acre tract and the southeast corner of a called 30 acre tract of land described in deed to Lennon II Family Limited Partnership, recorded in County Clerk's File Number 96-0042656, O.P.R.D.C.T.;

THENCE North 01 degree 44 minutes 29 seconds West, with west line of said 36.253 acre tract and the east line of said 30 acre tract, a distance of 325.26 feet to the POINT OF BEGINNING AND CONTAINING 24.31 acres (1,059,040 square feet) of land, more or less.

Exhibit B

Concept Plan



Exhibit C
Planned Development Standards

1. The base zoning applicable to the Property shall be MF-1 Apartment District. All the development and use standards applicable to that designation shall apply to the Property, unless specifically altered herein.
2. Each multifamily building over 3 stories must be serviced by an elevator.
3. Parking improvements shall be provided at the rate 1 parking space per bedroom.
4. All buildings constructed on the Property must not exceed 4 stories.
5. Entry to the Property shall be gated.
6. A perimeter fence must be installed around the portion of the Property upon which a building is constructed. Fences bordering non- residential properties must meet the town's sight barrier fence requirements for a C 2 district. Fences bordering residential, open space or any other uses, must meet 3.06.005 of the Town's Code of Ordinances, except the only allowed material shall be metal fencing.
7. A ten (10) foot interior landscape buffer is required along all boundary lines. In the event ten (10) feet adjacent to any boundary line remains undisturbed by development, this requirement shall not apply.
8. All disturbed, unpaved areas shall be fully sodded or covered with landscaping materials, such as ground cover. For clarity, this provision shall exclude natural areas undisturbed by development on the Property.
9. All planted landscape areas shall be irrigated by a fully automated irrigation system.
10. Garbage collection area shall be fully screened by solid masonry screening with a minimum of six (6) feet in height and designed with a gate constructed of durable material. A single location for garbage collection shall be permitted so long as the Property is served by a valet trash service.
11. Building facades shall be constructed of the following materials with a minimum of 80% coverage: stone (including manufactured veneers), brick, brick veneer, cementitious products, architectural metal panels or other similar building materials. No vinyl siding shall be used. Masonry is defined as brick, pre-cast concrete, stone, stucco (must be at 1/2 inch, fiber reinforced stucco, over paper backed, metal lathe, with scratch coat and finish coat (2 coat system; example: Fastwall by LaHabra)), cementitious siding, or waterproof masonry painted concrete blocks.
12. The following shall be prohibited within the Project:
 - a. Open storage, with the exception of architecturally-treated covered storage for outdoor sporting equipment (e.g., kayaks and canoes); and
 - b. Parking of boats, campers, trailers, and other recreational vehicles, except and unless these are within enclosed garages.
13. The project will have no more than 450 units and the following minimum bedroom unit densities shall apply to all multifamily buildings constructed on the Property:

- a. 60%-70% single bedroom units
 - b. 25%-35% two bedroom units
 - c. 5%-10% three bedroom units
14. All multifamily structures will be a minimum of 300' from the existing well head and tanks.
15. Notification will be made in the form of writing to each apartment that the adjacent oil and gas property has inherent risk associated with its operations, including fire and explosion, potential nuisance from ongoing operations including dust, and noise.
16. Developer will install an 8' wood fence around the pas site border.
17. Developer agrees to construct an 8' hike and bike trail from the eastern boundary to the western boundary of the property with customary signage and adequate lighting to allow the trails safe use at night.
18. Area along the trail will be donated to the town for dog park.
19. In recognition of the Town waiving the tree mitigation requirements for the project, the Developer agrees to pay a \$10,000.00 tree mitigation fee to the Town prior to the issuance of the building permit.

**NOTICE OF PUBLIC HEARING OF THE
TOWN COUNCIL OF THE
TOWN OF HICKORY CREEK, TEXAS**

Notice is hereby given that the Town of Hickory Creek Town Council will hold a public hearing on August 23, 2021 at 6:00 p.m. in the Council Chambers of the Town Hall Building located at 1075 Ronald Reagan Avenue, Hickory Creek, Texas to receive public input regarding the following:

The voluntary annexation of a 18.786 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, Denton County, Texas and being part of that tract of land conveyed to CTMGT Turbeville, LLC by Special Warranty Deed, as recorded in Instrument 2011-121574, official public record, Denton County, Texas. and being more particularly described by metes and bounds as follows:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

THENCE S89°41'33"W, A DISTANCE OF 651.30' TRAVERSING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 1255.36' DEPARTING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) AND TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.786 ACRES (818,321 SQ.FT.) OF LAND.

NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the Town Council of the Town of Hickory Creek, Texas (the "Town"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Reserve at Hickory Creek, LLC (the "Petitioner"), requesting that the Town create the Reserve at Hickory Creek Public Improvement District (the "District") to include property owned by the Petitioner located in the extraterritorial jurisdiction of the Town.

Time and Place of Public Hearing. The public hearing will start at or after 6:00 P.M. on August 23, 2021 in the regular meeting place of the Town Council in the Council Chamber in the Town Hall located at 1075 Ronald Reagan Avenue, Hickory Creek, TX 75065.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the "Act") that are necessary for the development of the property within the District, which will include: (a) acquisition, construction, and improvement of: (i) sidewalks, streets, other roadways, and their rights-of-way and noise barriers; (ii) water, wastewater, and drainage facilities and improvements; (iii) parks, trails, and recreational facilities; and (iv) projects similar to those listed above authorized by the Act; (b) acquisition, by purchase or otherwise, of real property, interests in real property, or contract rights in connection with each authorized improvement; (c) payment of costs, including, without limitation, engineering, permitting, and inspection, associated with developing and financing the public improvements listed in subparagraphs (a) and (b) above; (d) payment of costs associated with operating and maintaining the improvements listed in subparagraphs (a) and (b) above; and (e) payment of expenses incurred in the establishment, administration, and operation of the District as well as the costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in subparagraphs (a) through (d) above (the "Authorized Improvements").

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$22,000,000.

Proposed District Boundaries. The District is proposed to include approximately 19 acres of land described by a metes and bounds description attached hereto.

Proposed Method of Assessment. The Town shall levy an assessment on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Proposed Apportionment of Cost between the District and Town. The Town will not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

METES AND BOUNDS DESCRIPTION OF THE DISTRICT

BEING AN 18.786 ACRE TRACT OF LAND SITUATED IN THE H.H. SWISHER SURVEY, ABSTRACT NO. 1220, CITY OF HICKORY CREEK, DENTON COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND CONVEYED TO CTMGT TURBEVILLE, LLC BY SPECIAL WARRANTY DEED, AS RECORDED IN INSTRUMENT NO. 2011-121574, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID CTMGT TURBEVILLE, LLC TRACT, SAID CORNER BEING AT THE NORTHWEST CORNER OF LOT 33, BLOCK B, ENCLAVE OF HICKORY CREEK ADDITION, A PLATTED ADDITION TO THE CITY OF HICKORY CREEK, TEXAS, AS RECORDED IN DOC. NO. 2013-198, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE S00°46'56"E, A DISTANCE OF 1253.90' TRAVERSING THE COMMON LINE OF SAID CTMGT TURBEVILLE, LLC TRACT WITH THE WEST LINE OF SAID LOT 33, BLOCK B TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF TURBEVILLE ROAD (VARIABLE WIDTH R.O.W);

THENCE S89°41'33"W, A DISTANCE OF 651.30' TRAVERSING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) TO A SET YELLOW CAPPED IRON ROD INSCRIPTED "RPLS 3752" FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N00°52'14"W, A DISTANCE OF 1255.36' DEPARTING THE NORTH LINE OF SAID TURBEVILLE ROAD (VARIABLE WIDTH R.O.W) AND TRAVERSING THE WEST LINE OF SAID CTMGT TURBEVILLE, LLC TRACT TO A FOUND IRON ROD FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT;

THENCE N89°49'08"E, A DISTANCE OF 653.25' TRAVERSING THE NORTH LINE OF SAID CTMGT TURBEVILLE, LLC TRACT BACK TO THE PLACE OF BEGINNING AND CONTAINING 18.786 ACRES (818,321 SQ.FT.) OF LAND.

NOTICE OF PUBLIC HEARING

The Town of Hickory Creek Town Council will conduct a public hearing on August 23, 2021 at 6:00 p.m. to hear public comments regarding the Town of Hickory Creek 2021-2022 Fiscal Year Budget. The meeting will be held in the council chambers at Town of Hickory Creek Town Hall located at 1075 Ronald Reagan Avenue, Hickory Creek, Texas.

This budget will raise more total property taxes than last year's budget by \$173,499 or 8.20%, and of that amount, \$151,272 is tax revenue to be raised from new property added to the tax roll this year.

A copy of the proposed budget is available for public review in the administrative offices of the Town of Hickory Creek, or on the town website at www.hickorycreek-tx.gov. All interested parties are encouraged to attend.

Kristi K. Rogers
Town of Hickory Creek Town Secretary

**TOWN OF HICKORY CREEK
ORDINANCE NO. 2021-08-____**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR FILING OF BUDGET AND ORDINANCE; PROVIDING FOR A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek is a Type A General Law Municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the budget for the Town of Hickory Creek, Texas, has been on file at town hall for at least fifteen days prior to a public hearing held on such budget; and

WHEREAS, public notice of a public hearing on the proposed annual budget, stating the date, time, and place and subject matter of the public hearing, was given as required by the laws of the State of Texas; and

WHEREAS, the town has acknowledged that this budget will raise more total property taxes than last year's budget by \$173,499 or 8.20% and of that amount \$151,272 is tax revenue to be raised from new property added to the tax roll this year.

WHEREAS, a public hearing was conducted on said budget and all interested persons were given an opportunity to be heard for or against any item therein; and

WHEREAS, on this 23rd day of August 2021, the Town Council of the Town of Hickory Creek, Texas, Agenda Item ____ was presented by motion by ____ which was properly seconded by ____ providing for the adoption of the budget for fiscal period October 1, 2021 to September 30, 2022; a vote being called, Councilmember Gibbons voted ____, Councilmember Dupree voted ____, Councilmember Gordon voted ____, Mayor Pro Tem Kenney voted ____ and Councilmember Theodore voted ____ the motion carried by a vote of ____ in favor to ____ against, accordingly the ordinance passed.

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Hickory Creek, Texas:

**SECTION 1
BUDGET ADOPTED**

The budget attached hereto as exhibit "A" and incorporated herein by this reference is approved and adopted for the fiscal year beginning October 1, 2021 and ending September 30, 2022, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases and other expenditures as proposed in the attached budget.

SECTION 2
EXPENDITURE OF FUNDS

No funds of the Town shall be made except in compliance with the budget and applicable state law; provided, however, that in the case of grave public necessity expenditures to meet unforeseen conditions, may from time to time be authorized by the Town.

SECTION 3
FILING OF BUDGET AND ORDINANCE

The Mayor shall file or cause to be filed a true and correct copy of the approved budget, along with this Ordinance, with the Town Secretary and in the office of the Denton County Clerk.

SECTION 4
SAVINGS CLAUSE

All rights and remedies of the Town of Hickory Creek, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting the town budget, which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 5
SEVERABILITY

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the town shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 6
ENGROSSMENT AND ENROLLMENT

The town secretary is hereby directed to engross and enroll this ordinance by copying the descriptive caption and effective date clause in the minutes of the town council and by filing this ordinance in the ordinance records of the town.

SECTION 7
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas,
this the 23rd day of August, 2021.

Lynn C. Clark, Mayor
Town of Hickory Creek

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek

Town of Hickory Creek

2021-2022 Fiscal Year Budget

| | | 2020-21 FY Adopted Budget 8/24/20 | 2020-21 FY Amended Budget 4/26/2021 | 2021-22 FY Budget 8/23/2021 |
|--|---------------------|---|---|-----------------------------------|
| Ad Valorem Tax Revenue | | | | |
| 4002 M&O | 1,208,899.90 | 1,312,360.00 | 1,312,360.00 | 1,484,251.00 |
| 4004 M&O Penalties & Interest | 8,872.10 | 4,500.00 | 2,500.00 | 2,500.00 |
| 4006 Delinquent M&O | 16,123.15 | 5,000.00 | 1,000.00 | 1,000.00 |
| 4008 I&S Debt Service | 802,348.86 | 804,368.00 | 804,368.00 | 805,976.00 |
| 4010 I&S Penalties & Interest | 6,610.39 | 2,500.00 | 1,000.00 | 1,500.00 |
| 4012 Delinquent I&S | 13,302.74 | 4,000.00 | 500.00 | 500.00 |
| Total Ad Valorem Tax Revenue | 2,056,157.14 | 2,132,728.00 | 2,121,728.00 | 2,295,727.00 |
| Building Department Revenue | | | | |
| 4102 Building Permits | 689,064.76 | 350,000.00 | 1,050,000.00 | 750,000.00 |
| 4104 Certificate of Occupancy | 400.00 | 500.00 | 23,000.00 | 25,000.00 |
| 4106 Contractor Registration | 6,650.00 | 5,000.00 | 6,000.00 | 6,500.00 |
| 4108 Preliminary/ Final Plat | 11,881.45 | 0.00 | 4,250.00 | 0.00 |
| 4110 Preliminary/Final Site Plan | 700.00 | 0.00 | 1,200.00 | 0.00 |
| 4112 Health Inspections | 9,200.00 | 10,000.00 | 10,000.00 | 10,000.00 |
| 4122 Septic Permits | 0.00 | 0.00 | 3,000.00 | 1,000.00 |
| 4124 Sign Permits | 1,720.00 | 1,600.00 | 1,600.00 | 1,000.00 |
| 4126 Special Use Permit | 500.00 | 200.00 | 200.00 | 200.00 |
| 4128 Variance Fee | 1,000.00 | 500.00 | 2,000.00 | 2,000.00 |
| 4130 Vendor Fee | 0.00 | 75.00 | 75.00 | 75.00 |
| 4132 Alarm Permit Fees | 1,250.00 | 1,200.00 | 650.00 | 500.00 |
| Total Building Department Revenue | 722,366.21 | 369,075.00 | 1,101,975.00 | 796,275.00 |
| Franchise Fee Revenue | | | | |
| 4202 Atmos Energy | 40,003.43 | 40,500.00 | 42,495.00 | 46,000.00 |
| 4204 Charter Communications | 39,622.63 | 39,000.00 | 39,000.00 | 42,900.00 |
| 4206 Century Link | 1,695.19 | 1,500.00 | 1,500.00 | 1,500.00 |
| 4208 CoServ | 4,705.73 | 4,200.00 | 4,200.00 | 4,700.00 |
| 4210 Oncor Electric | 137,818.62 | 138,000.00 | 141,371.00 | 155,500.00 |
| 4212 Republic Services | 40,340.92 | 44,500.00 | 47,000.00 | 48,000.00 |
| Total Franchise Fee Revenue | 264,186.52 | 267,700.00 | 275,566.00 | 298,600.00 |
| Interest Revenue | | | | |
| 4330 General Fund Interest | 21-22 Addition | 21-22 Addition | 21-22 Addition | 100.00 |
| 4332 Investment Interest | 21-22 Addition | 21-22 Addition | 21-22 Addition | 7,500.00 |
| Total Interest Revenue | 0.00 | 0.00 | 0.00 | 7,600.00 |
| Interlocal Revenue | | | | |
| 4402 Corp Contract Current Year | 41,505.28 | 41,500.00 | 47,293.00 | 45,500.00 |
| Total Interlocal Revenue | 41,505.28 | 41,500.00 | 47,293.00 | 45,500.00 |
| Miscellaneous Revenue | | | | |
| 4502 Animal Adoption & Impound | 10,650.00 | 8,600.00 | 8,600.00 | 10,600.00 |
| 4506 Animal Shelter Donations | 685.80 | 500.00 | 1,500.00 | 1,500.00 |
| 4508 Annual Park Passes | 24,733.34 | 20,000.00 | 20,000.00 | 25,000.00 |
| 4510 Arrowhead Park Fees | 42,702.00 | 22,000.00 | 22,000.00 | 40,000.00 |
| 4512 Beer & Wine Permit | 0.00 | 150.00 | 150.00 | 150.00 |
| 4516 Corp Parks Fund Reserve | 0.00 | 36,500.00 | 44,500.00 | 0.00 |
| 4518 Drug Forfeiture | 0.00 | 0.00 | 0.00 | 0.00 |
| 4520 Drug Seizure | 28.00 | 0.00 | 3,904.00 | 0.00 |
| 4522 EDC Payment/Ronald Reagan | 0.00 | 45,778.00 | 45,778.00 | 45,778.00 |
| 4524 Fund Balance Reserve | 0.00 | 224,210.00 | 75,600.00 | 0.00 |
| 4526 Mineral Rights | 0.00 | 0.00 | 0.00 | 500.00 |
| 4530 Other Receivables | 116,504.01 | 48,000.00 | 250,000.00 | 152,000.00 |
| 4534 PD State Training | 1,296.51 | 0.00 | 1,185.00 | 0.00 |
| 4536 Point Vista Park Fees | 12,186.00 | 6,500.00 | 6,500.00 | 12,000.00 |
| 4546 Street Improvement Restricted | 0.00 | 650,000.00 | 0.00 | 430,000.00 |
| 4550 Sycamore Bend Park Fees | 31,694.00 | 15,000.00 | 15,000.00 | 30,000.00 |
| 4554 Building Security Fund Reserve | 0.00 | 5,000.00 | 5,000.00 | 0.00 |
| 4556 Court Technology Fund Reserve | 0.00 | 0.00 | 0.00 | 0.00 |
| 4558 Harbor Lane/Sycamore Bend | 0.00 | 0.00 | 8,750.00 | 0.00 |
| 4560 2020 CO Proceeds | 20-21 Addition | 0.00 | 197,405.00 | 0.00 |
| Total Miscellaneous Revenue | 240,479.66 | 1,082,238.00 | 705,872.00 | 747,528.00 |

Town of Hickory Creek

2021-2022 Fiscal Year Budget

| | | 2020-21 FY Adopted Budget 8/24/20 | 2020-21 FY Amended Budget 4/26/2021 | 2021-22 FY Budget 8/23/2021 |
|--------------------------------------|---------------------------|---|---|-----------------------------------|
| Municipal Court Revenue | 2019-20 FY Actuals | | | |
| 4602 Building Security Fee | 14,674.67 | 9,270.00 | 9,270.00 | 9,270.00 |
| 4604 Citations | 466,283.77 | 450,000.00 | 450,000.00 | 450,000.00 |
| 4606 Court Technology | 14,506.78 | 12,115.00 | 12,115.00 | 12,115.00 |
| 4608 Jury Fee | 196.50 | 150.00 | 150.00 | 200.00 |
| 4610 Truancy Fee | 9,827.60 | 5,000.00 | 5,000.00 | 0.00 |
| 4612 State Court Costs | 268,246.44 | 208,000.00 | 208,000.00 | 250,000.00 |
| 4614 Child Safety Fees | 645.76 | 750.00 | 750.00 | 800.00 |
| Total Municipal Court Revenue | 774,381.52 | 685,285.00 | 685,285.00 | 722,385.00 |
| Sales Tax Revenue | | | | |
| 4702 Sales Tax General Fund | 1,365,696.34 | 1,237,500.00 | 1,237,500.00 | 1,662,500.00 |
| 4706 Sales Tax 4B Corporation | 455,232.12 | 412,500.00 | 412,500.00 | 237,500.00 |
| 4708 Sales Tax Mixed Beverage | 8,299.61 | 7,000.00 | 16,000.00 | 30,000.00 |
| Total Sales Tax Revenue | 1,829,228.07 | 1,657,000.00 | 1,666,000.00 | 1,930,000.00 |
| Total Revenue | 5,928,304.40 | 6,235,526.00 | 6,603,719.00 | 6,843,615.00 |

Town of Hickory Creek

2021-2022 Fiscal Year Budget

| | | 2020-21 FY Adopted Budget 8/24/20 | 2020-21 FY Amended Budget 4/26/2021 | 2021-22 FY Budget 8/23/2021 |
|--|-------------------|---|---|-----------------------------------|
| Capital Outlay Expense | | | | |
| 5010 Street Maintenance | 11,218.26 | 25,000.00 | 25,000.00 | 25,000.00 |
| 5012 Streets & Road Improvement | 591,424.96 | 650,000.00 | 650,000.00 | 430,000.00 |
| 5022 Parks and Rec Improvements | 38,145.00 | 0.00 | 0.00 | 0.00 |
| 5024 Public Safety Improvements | 168,335.03 | 0.00 | 2,000.00 | 42,500.00 |
| 5026 Fleet | 5,092.15 | 52,000.00 | 52,000.00 | 82,000.00 |
| 5030 Sycamore Bend Construction | 0.00 | 0.00 | 197,405.00 | 0.00 |
| Total Capital Outlay | 814,215.40 | 727,000.00 | 926,405.00 | 579,500.00 |
| Debt Service Expense | | | | |
| 5106 2012 Refunding Bond Series | 267,551.36 | 267,258.00 | 267,258.00 | 267,004.00 |
| 5110 2015 Refunding Bond Series | 311,366.67 | 314,550.00 | 314,550.00 | 308,400.00 |
| 5112 2015 C.O. Series | 275,966.66 | 276,150.00 | 276,150.00 | 276,350.00 |
| 5114 2020 C.O. Series | 20-21 Addition | 207,575.00 | 207,575.00 | 204,950.00 |
| Total Debt Service | 854,884.69 | 1,065,533.00 | 1,065,533.00 | 1,056,704.00 |
| General Government Expense | | | | |
| 5202 Bank Service Charges | 46.00 | 50.00 | 50.00 | 25.00 |
| 5204 Books & Subscriptions | 221.25 | 300.00 | 300.00 | 300.00 |
| 5206 Computer Hardware/Software | 12,061.68 | 108,000.00 | 108,000.00 | 106,222.00 |
| 5208 Copier Rental | 3,681.93 | 2,500.00 | 2,500.00 | 3,000.00 |
| 5210 Dues & Memberships | 1,990.91 | 2,000.00 | 2,500.00 | 3,000.00 |
| 5212 EDC Tax Payment | 455,232.12 | 412,500.00 | 412,500.00 | 237,500.00 |
| 5214 Election Expenses | 0.00 | 12,500.00 | 12,500.00 | 7,500.00 |
| 5216 Volunteer/Staff Events | 6,662.94 | 6,500.00 | 10,500.00 | 10,500.00 |
| 5218 General Communications | 17,794.23 | 16,000.00 | 16,000.00 | 28,000.00 |
| 5222 Office Supplies & Equip. | 2,364.52 | 2,500.00 | 2,500.00 | 5,000.00 |
| 5224 Postage | 5,140.90 | 4,000.00 | 5,800.00 | 5,800.00 |
| 5226 Community Cause | 3,031.96 | 3,000.00 | 3,000.00 | 3,000.00 |
| 5228 Town Council/Board Expense | 4,516.75 | 5,500.00 | 5,500.00 | 3,500.00 |
| 5230 Training & Education | 658.00 | 1,500.00 | 1,500.00 | 1,500.00 |
| 5232 Travel Expense | 920.89 | 1,500.00 | 1,500.00 | 1,500.00 |
| 5234 Staff Uniforms | 1,278.12 | 950.00 | 1,000.00 | 1,000.00 |
| Total General Government | 515,602.20 | 579,300.00 | 585,650.00 | 417,347.00 |
| Municipal Court Expense | | | | |
| 5302 Books & Subscriptions | 73.75 | 75.00 | 75.00 | 75.00 |
| 5304 Building Security | 5,568.25 | 9,270.00 | 9,270.00 | 9,270.00 |
| 5312 Court Technology | 10,940.43 | 12,115.00 | 12,115.00 | 12,115.00 |
| 5314 Dues & Memberships | 230.00 | 200.00 | 200.00 | 120.00 |
| 5318 Merchant Fees/Credit Cards | -2,516.68 | 0.00 | 0.00 | 0.00 |
| 5322 Office Supplies/Equipment | 1,430.52 | 1,200.00 | 1,200.00 | 1,200.00 |
| 5324 State Court Costs | 269,469.04 | 245,000.00 | 245,000.00 | 250,000.00 |
| 5326 Training & Education | 200.00 | 500.00 | 500.00 | 100.00 |
| 5328 Travel Expense | 0.00 | 500.00 | 500.00 | 500.00 |
| 5332 Warrants Collected | -768.10 | 0.00 | 0.00 | 0.00 |
| Total Municipal Court | 284,627.21 | 268,860.00 | 268,860.00 | 273,380.00 |
| Parks and Recreation Expense | | | | |
| 5402 Events | 79.42 | 1,000.00 | 1,000.00 | 2,000.00 |
| 5408 Tanglewood Park | 1,565.07 | 1,500.00 | 6,000.00 | 2,000.00 |
| 5412 KHCB | 274.00 | 500.00 | 500.00 | 500.00 |
| 5414 Tree City USA | 1,019.80 | 1,500.00 | 1,500.00 | 500.00 |
| 5416 Town Hall Park | 0.00 | 0.00 | 0.00 | 75,000.00 |
| Total Parks and Recreation | 2,938.29 | 4,500.00 | 9,000.00 | 80,000.00 |
| Parks Corps of Engineer Expense | | | | |
| 5412 Arrowhead | 11,722.93 | 60,000.00 | 60,000.00 | 47,250.00 |
| 5414 Harbor Grove | 41,404.87 | 15,000.00 | 15,000.00 | 5,000.00 |
| 5416 Point Vista | 7,325.10 | 5,000.00 | 5,000.00 | 7,500.00 |
| 5418 Sycamore Bend | 125,783.89 | 20,000.00 | 28,000.00 | 47,250.00 |
| Total Parks Corps of Engineer | 186,236.79 | 100,000.00 | 108,000.00 | 107,000.00 |

Town of Hickory Creek

2021-2022 Fiscal Year Budget

| | | 2020-21 FY Adopted Budget 8/24/20 | 2020-21 FY Amended Budget 4/26/2021 | 2021-22 FY Budget 8/23/2021 |
|--|---------------------------|---|---|-----------------------------------|
| Personnel Expense | 2019-20 FY Actuals | | | |
| 5502 Administration Wages | 300,716.68 | 314,055.00 | 321,455.00 | 474,280.00 |
| 5506 Police Wages | 568,551.33 | 797,635.00 | 815,035.00 | 983,721.00 |
| 5507 Police Overtime Wages | 9,856.99 | 8,000.00 | 8,000.00 | 10,000.00 |
| 5508 Public Works Wages | 190,757.41 | 205,748.00 | 198,480.00 | 204,506.00 |
| 5509 Public Works Overtime Wages | 1,061.86 | 1,600.00 | 1,600.00 | 1,200.00 |
| 5510 Health Insurance | 183,108.05 | 227,370.00 | 227,370.00 | 261,200.00 |
| 5512 Longevity | 10,681.00 | 12,225.00 | 11,796.00 | 13,076.00 |
| 5514 Payroll Expense | 22,744.40 | 20,000.00 | 22,000.00 | 22,000.00 |
| 5516 Employment Exams | 1,555.00 | 2,500.00 | 2,500.00 | 2,500.00 |
| 5518 Retirement (TMRS) | 127,618.91 | 191,225.00 | 192,195.00 | 239,305.00 |
| 5520 Unemployment (TWC) | 3,896.45 | 3,600.00 | 3,600.00 | 6,048.00 |
| 5522 Workman's Compensation | 20,968.30 | 25,500.00 | 25,720.00 | 27,000.00 |
| Total Personnel | 1,441,516.38 | 1,809,458.00 | 1,829,751.00 | 2,244,836.00 |
| Police Department Expense | | | | |
| 5602 Auto Gas & Oil | 21,232.14 | 20,000.00 | 20,000.00 | 22,000.00 |
| 5606 Auto Maintenance & Repair | 39,698.61 | 25,000.00 | 25,000.00 | 15,000.00 |
| 5610 Books & Subscriptions | 503.64 | 500.00 | 500.00 | 500.00 |
| 5612 Computer Hardware/Software | 61,728.44 | 45,000.00 | 45,000.00 | 35,000.00 |
| 5614 Crime Lab Analysis | 1,692.72 | 2,000.00 | 3,000.00 | 3,000.00 |
| 5616 Drug Forfeiture | 1,530.90 | 0.00 | 0.00 | 0.00 |
| 5618 Dues & Memberships | 337.00 | 500.00 | 500.00 | 500.00 |
| 5626 Office Supplies/Equipment | 1,910.78 | 1,800.00 | 1,800.00 | 1,800.00 |
| 5630 Personnel Equipment | 33,232.26 | 25,000.00 | 25,000.00 | 22,000.00 |
| 5634 Travel Expense | 1,114.93 | 3,000.00 | 3,000.00 | 2,500.00 |
| 5636 Uniforms | 8,011.58 | 6,000.00 | 6,000.00 | 6,000.00 |
| 5640 Training & Education | 4,637.86 | 7,500.00 | 7,500.00 | 7,500.00 |
| 5644 Citizens on Patrol | 0.00 | 500.00 | 500.00 | 500.00 |
| 5646 Community Outreach | -2,576.71 | 1,000.00 | 100.00 | 700.00 |
| 5648 K9 Unit | 672.79 | 1,500.00 | 2,200.00 | 2,000.00 |
| Total Police Department | 173,726.94 | 139,300.00 | 140,100.00 | 119,000.00 |
| Public Works Department Expense | | | | |
| 5702 Animal Control Donation | 0.00 | 500.00 | 1,500.00 | 1,500.00 |
| 5704 Animal Control Equipment | 399.99 | 600.00 | 600.00 | 500.00 |
| 5706 Animal Control Supplies | 967.51 | 1,000.00 | 1,000.00 | 900.00 |
| 5708 Animal Control Vet Fees | 9,771.75 | 7,500.00 | 7,500.00 | 6,000.00 |
| 5710 Auto Gas & Oil | 13,198.78 | 9,500.00 | 10,500.00 | 20,000.00 |
| 5714 Auto Maintenance/Repair | 14,979.80 | 5,000.00 | 20,000.00 | 5,000.00 |
| 5716 Beautification | 538.55 | 95,000.00 | 95,000.00 | 25,000.00 |
| 5718 Computer Hardware/Software | 845.00 | 1,000.00 | 1,000.00 | 1,000.00 |
| 5720 Dues & Memberships | 338.00 | 350.00 | 350.00 | 350.00 |
| 5722 Equipment | 45,196.36 | 5,000.00 | 5,000.00 | 25,000.00 |
| 5724 Equipment Maintenance | 7,885.57 | 6,000.00 | 6,000.00 | 6,000.00 |
| 5726 Equipment Rental | 3,639.44 | 4,500.00 | 4,500.00 | 2,500.00 |
| 5728 Equipment Supplies | 8,531.45 | 6,500.00 | 6,500.00 | 5,000.00 |
| 5732 Office Supplies/Equipment | 956.09 | 500.00 | 500.00 | 500.00 |
| 5734 Communications | 4,538.05 | 3,800.00 | 3,800.00 | 3,800.00 |
| 5738 Training | 0.00 | 800.00 | 900.00 | 800.00 |
| 5740 Travel Expense | 550.76 | 1,000.00 | 100.00 | 1,000.00 |
| 5742 Uniforms | 2,457.29 | 2,600.00 | 2,600.00 | 2,200.00 |
| 5748 Landscaping Services | 70,178.92 | 140,000.00 | 140,000.00 | 110,000.00 |
| Total Public Works Department | 184,973.31 | 291,150.00 | 307,350.00 | 217,050.00 |

Town of Hickory Creek

2021-2022 Fiscal Year Budget

| | | 2020-21 FY Adopted Budget 8/24/20 | 2020-21 FY Amended Budget 4/26/2021 | 2021-22 FY Budget 8/23/2021 |
|--|---------------------------|---|---|-----------------------------------|
| Services Expense | 2019-20 FY Actuals | | | |
| 5802 Appraisal District | 9,274.80 | 12,400.00 | 12,400.00 | 12,400.00 |
| 5804 Attorney Fees | 44,344.81 | 60,000.00 | 60,000.00 | 66,000.00 |
| 5806 Audit | 13,500.00 | 14,500.00 | 13,500.00 | 13,500.00 |
| 5808 Codification | 0.00 | 2,400.00 | 2,400.00 | 2,000.00 |
| 5812 Document Management | 802.99 | 600.00 | 600.00 | 0.00 |
| 5814 Engineering | 56,908.31 | 115,000.00 | 115,000.00 | 145,000.00 |
| 5816 General Insurance | 34,680.24 | 34,681.00 | 35,427.00 | 37,250.00 |
| 5818 Inspections | 122,544.00 | 56,000.00 | 135,000.00 | 108,800.00 |
| 5820 Fire Service | 613,633.00 | 615,000.00 | 615,000.00 | 970,692.00 |
| 5822 Legal Notices/Advertising | 4,624.15 | 2,500.00 | 2,500.00 | 2,500.00 |
| 5824 Library Services | 428.75 | 500.00 | 650.00 | 600.00 |
| 5826 Municipal Judge | 12,240.00 | 13,000.00 | 13,000.00 | 13,800.00 |
| 5828 Printing | 925.28 | 1,500.00 | 1,500.00 | 1,500.00 |
| 5830 Tax Collection | 2,471.00 | 3,000.00 | 3,000.00 | 2,700.00 |
| 5832 Computer Technical Support | 37,479.13 | 41,750.00 | 41,500.00 | 41,525.00 |
| 5838 Denton County Children's Advocacy | -1,597.07 | 2,172.00 | 2,172.00 | 1,000.00 |
| 5840 Denton County Dispatch | 29,387.00 | 29,632.00 | 29,632.00 | 30,808.00 |
| 5844 Helping Hands | 0.00 | 200.00 | 200.00 | 200.00 |
| 5846 Span Transit Services | 0.00 | 100.00 | 100.00 | 100.00 |
| Total Services | 981,646.39 | 1,004,935.00 | 1,083,581.00 | 1,450,375.00 |
| Special Events | | | | |
| 6004 Fourth of July Celebration | 677.31 | 7,000.00 | 7,000.00 | 7,000.00 |
| 6008 Tree Lighting | 6,994.49 | 6,000.00 | 6,000.00 | 6,000.00 |
| 6010 Arts and Cultural Events | 21-22 Addition | 21-22 Addition | 21-22 Addition | 5,000.00 |
| Total Special Events | 7,671.80 | 13,000.00 | 13,000.00 | 18,000.00 |
| Utilities & Maintenance Expense | | | | |
| 5902 Bldg. Maintenance/Supplies | 131,119.65 | 65,000.00 | 65,000.00 | 168,223.00 |
| 5904 Electric | 19,563.50 | 20,000.00 | 20,000.00 | 27,000.00 |
| 5906 Gas | 1,383.54 | 1,500.00 | 1,500.00 | 1,700.00 |
| 5908 Street Lighting | 37,360.87 | 33,000.00 | 33,000.00 | 38,000.00 |
| 5910 Telephone | 35,064.72 | 28,000.00 | 28,000.00 | 35,000.00 |
| 5912 Water | 10,481.20 | 10,000.00 | 10,000.00 | 10,500.00 |
| Total Utilities & Maintenance | 234,973.48 | 157,500.00 | 157,500.00 | 280,423.00 |
| Total Expense | 5,683,012.88 | 6,160,536.00 | 6,494,730.00 | 6,843,615.00 |
| Net Ordinary Income | 245,291.52 | 74,990.00 | 108,989.00 | 0.00 |

**TOWN OF HICKORY CREEK, TEXAS
RESOLUTION NO. 2021-0823-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE TOWN OF HICKORY CREEK, TEXAS, TO EXECUTE AN AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE TOWN OF HICKORY CREEK, TEXAS AND DFW BOAT CHARTERS, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Hickory Creek (the “Town”), Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the Town Council has been presented with a proposed Amendment to an Agreement by and between the Town of Hickory Creek, Texas and DFW Boat Charters, LLC (hereinafter the “Amendment”) for the use of the Town’s public property to access Lake Lewisville and certain economic development matters, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Amendment, and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute them on behalf of the Town of Hickory Creek.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Hickory Creek, Texas:

Section 1: That the Mayor of the Town of Hickory Creek, Texas, is hereby authorized to execute on behalf of the Town of Hickory Creek, Texas, the Amendment attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Hickory Creek, Texas this 23rd day of August, 2021

Lynn C. Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town Attorney
Town of Hickory Creek, Texas

AMENDMENT

THIS AGREEMENT is by and between the Town of Hickory Creek (“Town”) and DFW Boat Charters, LLC (“DFW Boat Charters”) (collectively the “Parties”), to amend the Original Agreement, as defined below.

WITNESSETH

WHEREAS, the Town is a Type A general law municipality, duly incorporated under the laws and Constitution of the State of Texas; and

WHEREAS, the Town entered into an original agreement (the “Original Agreement”) with DFW Boat Charters on March 1, 2021;

WHEREAS, the Parties now desire to amend the Original Agreement as follows:

I.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and for other good and valuable consideration described herein, the Parties agree that:

1. DFW Boat Charters, LLC. shall be allowed be to conduct operations in Sycamore Bend Park only and may launch boats from Sycamore Bend Park only.
2. All other provisions of the Original Agreement are hereby ratified.

IN WITNESS WHEREOF, the Parties enter into this Agreement on the 23rd day of August, 2021.

DFW BOAT CHARTERS, LLC.

Justin Thomure, Managing Partner

TOWN OF HICKORY CREEK

Lynn C. Clark, Mayor

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2021-0823-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION AND HARD SUN V, LLC, A TEXAS LIMITED LIABILITY COMPANY, FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103, 505.152, AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Hickory Creek Economic Development Corporation (hereinafter referred to as the “EDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, finds and determines that the Performance Agreement, a copy of which is attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AS FOLLOWS:

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Hickory Creek, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Hickory Creek, Texas, finds and determines that the project, and Performance Agreement and related documents, attached hereto as ***Exhibit A***, will promote new and expanded business development, and is otherwise consistent with Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Hickory Creek, Texas, following the second reading of this Resolution authorizes the project and Performance Agreement and related documents, attached hereto as ***Exhibit A***, and authorize the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Hickory Creek, Texas, on this the 23rd day of August, 2021.

Lynn C, Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town
Attorney Town of Hickory Creek,
Texas

Exhibit A

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between ***HARD SUN V, LLC***, a Texas limited liability company (hereinafter referred to as “Developer”), and the ***HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the “EDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, EDC is an economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless EDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by EDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by EDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to the EDC for financial assistance for the construction of a Mike's Bakery establishment or similar establishment agreed to by the Parties (hereinafter referred to as the "Qualified Expenditures") on an approximately 0.726-acre tract or tracts of land in the J.W. Survey, Abstract No. 1163, Town of Hickory Creek, Denton County, Texas, and as generally described and/or depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the "Property"); and

WHEREAS, the EDC's Board of Directors have determined the economic development assistance provided to Developer for the Qualified Expenditures to be made to the Property is consistent with and meets the definition of "project" as that term is defined in Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Hickory Creek, Texas, to approve all programs and expenditures of the EDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2026**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Hard Sun V, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 10001 Hwy. 380, Cross Roads, Texas 76227.
- (d) **EDC.** The term “EDC” means the Hickory Creek Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and EDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period, earning a minimum of \$10.00 per hour.
- (h) **Property.** The word “Property” means the approximately 0.726-acre tract or tracts of land in the J.W. Survey, Abstract No. 1163, Town of Hickory Creek, Denton County, Texas, and as generally described and/or depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction of a minimum 3,000 square foot Mike’s Bakery establishment or similar establishment agreed to by the Parties located on the Property, as depicted in *Exhibit B* of this Agreement, which is attached hereto and incorporated herein for all purposes, and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.103, 505.152, and 505.158 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (k) **Town.** The word “Town” means the Town of Hickory Creek, Texas, a Texas general-law municipality. For the purposes of this Agreement, Town’s address is 1075 Ronald Reagan Avenue, Hickory Creek, Texas 75065.

SECTION 4. AFFIRMATIVE COVENANTS OF THE DEVELOPER.

Developer covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Purchase of the Property from EDC.** Developer covenants and agrees to purchase the Property from the EDC for a purchase price of **Two Hundred Thousand and No/100 Dollars (\$200,000.00)** consistent with a real estate sales contract agreed to by the parties.
- (b) **Qualified Expenditures.** Developer covenants and agrees to submit to the EDC invoices, receipts, or other documentation in a form acceptable to the EDC for the Qualified Expenditures made to the Property in a minimum amount of **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** by **July 31, 2022**. Further, Developer covenants and agrees to install on the Property furniture, fixtures and equipment in the minimum amount of **Forty Thousand and No/100 Dollars (\$40,000.00)** by **July 1, 2022**. In addition, Developer covenants and agrees to submit to the EDC invoices, receipts, or other documentation for the in a form acceptable to the EDC for said furniture, fixtures and equipment by **July 31, 2022**.
- (c) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **July 1, 2022**, a Certificate of Occupancy from the Town for a minimum of 3,000 square feet of Mike's Bakery establishment space or similar establishment agreed to by the Parties located on the Property.
- (d) **Operate Mike's Bakery Establishment.** Developer covenants and agrees by **July 1, 2022**, and during the Term of this Agreement to keep open to the general public the Mike's Bakery establishment or similar establishment agreed to by the Parties located on the Property. In the event of a temporary closure of Mike's Bakery or other establishment, the parties agree the Developer shall have ninety (90) days to re-open the same or similar establishment located on the Property.
- (e) **Job Creation and Retention.** Developer covenants and agrees by **July 1, 2022**, and during the Term of this Agreement to employ or cause to be employed and maintain a minimum of three (3) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **July 1, 2022**, and during the Term of this Agreement, Developer shall make available to the EDC a quarterly compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Quarterly Compliance Verification"). All Quarterly Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.
- (f) **Performance Conditions.** Developer agrees to make, execute and deliver to EDC such

other instruments, documents and other agreements as EDC or its attorneys may reasonably request to evidence this Agreement.

- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and EDC.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

EDC covenants and agrees with Developer that, while this Agreement is in effect, the EDC shall comply with the following terms and conditions:

- (a) **Conveyance of the Property to Developer.** EDC covenants and agrees to convey to Developer good and indefeasible fee simple title to the Property, free and clear of any liens or other encumbrances, by special warranty deed in form substantially similar to the form attached hereto as ***Exhibit C*** of this Agreement, which is attached hereto and incorporated herein for all purposes, consistent with a real estate sales contract agreed to by the parties.
- (b) **Reimbursement for FFE.** EDC covenants and agrees to provide financial assistance to the Developer in the amount of the lesser of the following: (1) **Forty Thousand and No/100 Dollars (\$40,000.00)**; or (2) the amount of invoices, receipts, or other documentation for the furniture, fixtures and equipment provided by Developer to EDC consistent with Section 4(b) of this Agreement. EDC covenants and agrees to provide said financial assistance within thirty (30) days of receipt of said invoices, receipts, or other documentation for the furniture, fixtures and equipment which totals a minimum of **Ten Thousand and No/100 Dollars (\$10,000.00)**.
- (c) **Performance.** EDC covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the EDC and Developer.

SECTION 6. CESSATION OF ECONOMIC DEVELOPMENT INCENTIVE.

EDC shall have no obligation to convey the Property to Developer if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of

Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and EDC is an Event of Default.

- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the EDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows ad valorem taxes on the Property to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from EDC and/or Denton County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the Developer agrees to pay immediately to the EDC the sum of **Eighty-One Thousand and No/100 Dollars (\$81,000.00)** as follows:

- (a) if Event of Default occurs between the Effective Date and **December 31, 2022**, Developer shall repay one hundred percent (100%) or Eighty-One Thousand and No/100 Dollars (\$81,000.00);
- (b) if Event of Default occurs between **January 1, 2023**, and **December 31, 2023**, Developer shall repay eighty percent (80%) or Sixty-Four Thousand Eight Hundred and No/100 Dollars (\$64,800.00);
- (c) if Event of Default occurs between **January 1, 2024**, and **December 31, 2024**, Developer shall repay sixty percent (60%) or Forty-Eight Thousand Six Hundred and No/100 Dollars (\$48,600.00);
- (d) if Event of Default occurs between **January 1, 2025**, and **December 31, 2025**, Developer

shall repay forty percent (40%) or Thirty-Two Thousand Four Hundred and No/100 Dollars (\$32,400.00); and

- (e) if Event of Default occurs between **January 1, 2026**, and **December 31, 2026**, Developer shall repay twenty percent (20%) or Sixteen Thousand Two Hundred and No/100 Dollars (\$16,200.00).

In the event of default under Section 4(b) and (c) of this Agreement, for failure to construct a Mike's Bakery or similar establishment located on the Property consistent with the Agreement, Developer covenants and agrees to reconvey immediately to the EDC the Property free and clear of any liens or other encumbrances, by special warranty deed in a form similar to ***Exhibit C*** of this Agreement for the repurchase price of **Two Hundred Thousand and No/100 Dollars (\$200,000.00)**.

SECTION 9. INDEMNITY.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of

the other party.

- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. EDC 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.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

| | |
|------------------|---|
| if to Developer: | Hard Sun V, LLC 10001 Hwy. 380 Cross Roads, Texas 76227 Attn: Jim Murray Telephone: _____ |
|------------------|---|

| | |
|---------------|---|
| With Copy to: | Gregory J. Sawko, Attorney 1172 Bent Oaks Drive, Denton, Texas 76210 Telephone: (940) 382-4357 E-mail: gsawko@dentonlawyer.com |
|---------------|---|

| | |
|------------|---|
| if to EDC: | Hickory Creek Economic Development Corporation 1075 Ronald Reagan Avenue Hickory Creek, Texas 75065 Attn: John Smith, Town Administrator Telephone: (940) 497-2528 |
|------------|---|

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the EDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

EDC:

***HICKORY CREEK ECONOMIC
DEVELOPMENT CORPORATION,***
a Texas non-profit corporation

By: _____

Nate Prevost, President

Date Signed: _____

ATTEST:

Nancy Koket, Secretary

DEVELOPER:

HARD SUN V, LLC,
a Texas limited liability company,

By: _____

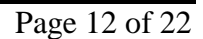
Name: _____

Title: _____

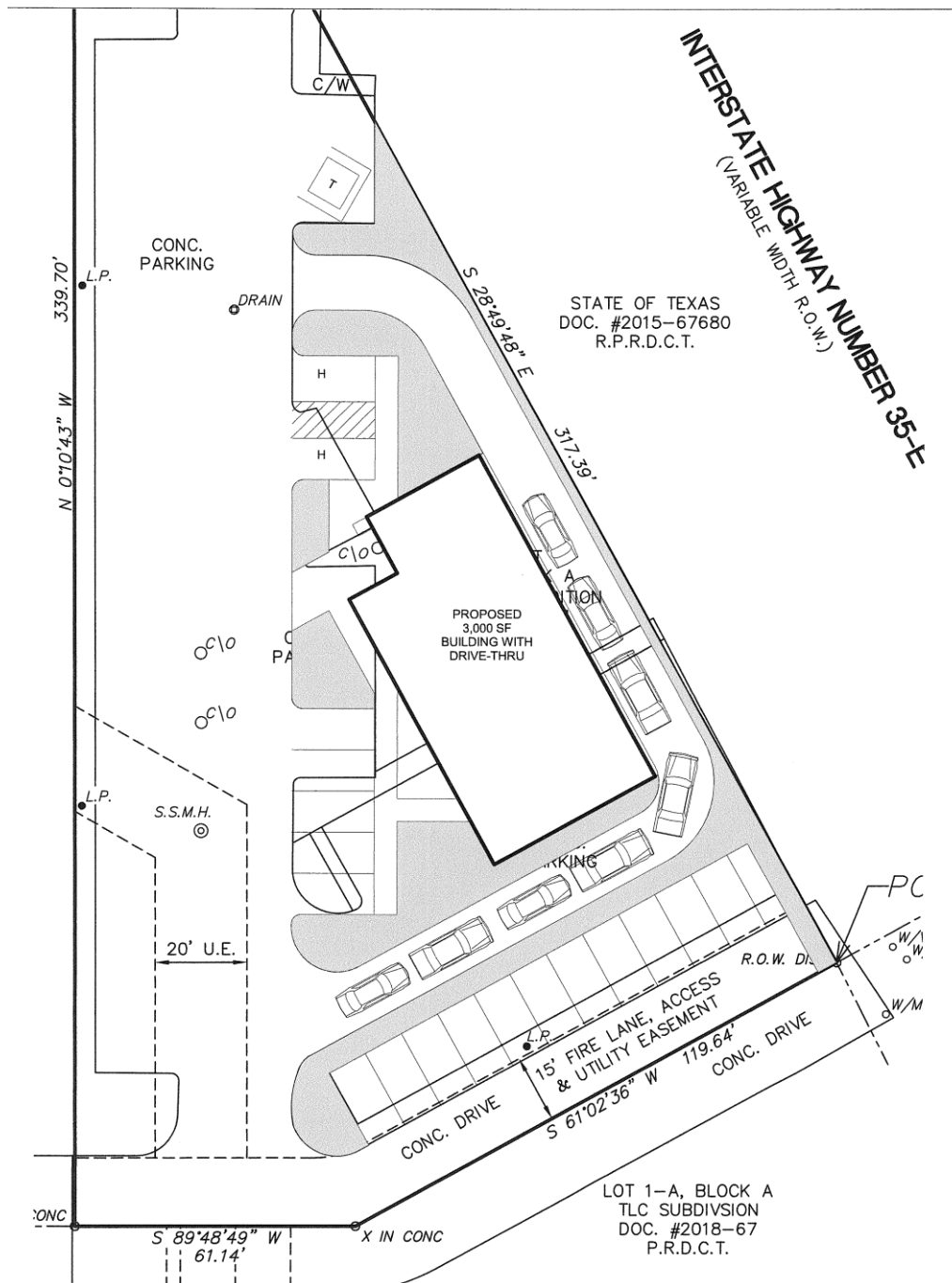
Date Signed: _____

Exhibit A

[Legal Description and/or Depiction of Property]



MIKE'S BAKERY



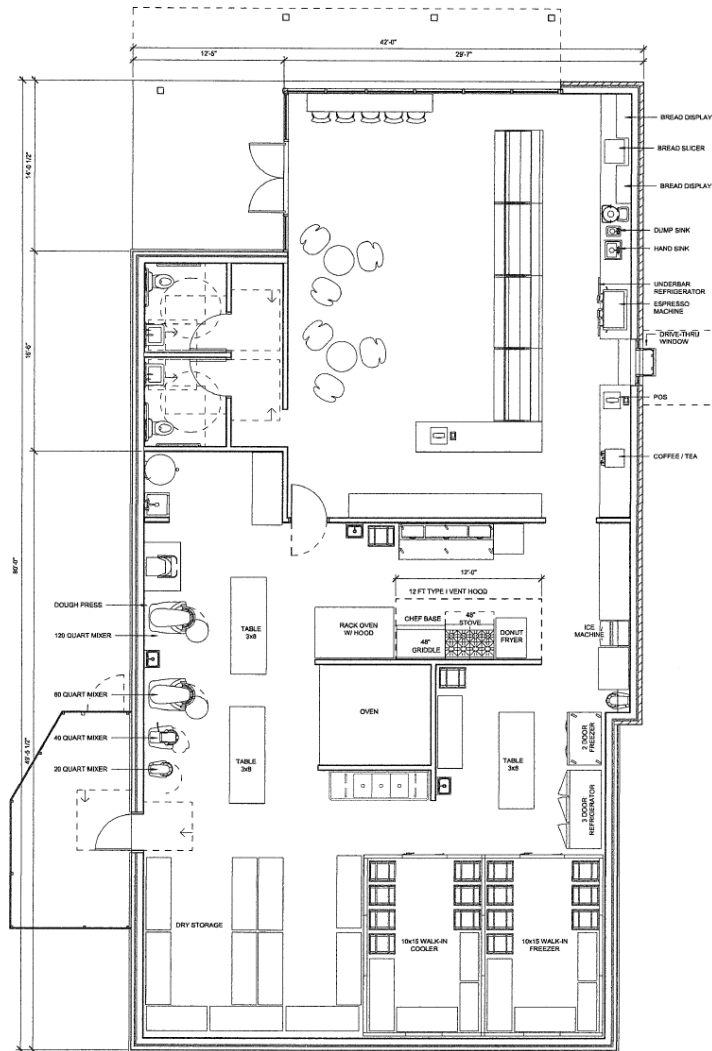
PRELIMINARY SITE LAYOUT



Exhibit B

[Qualified Expenditures]

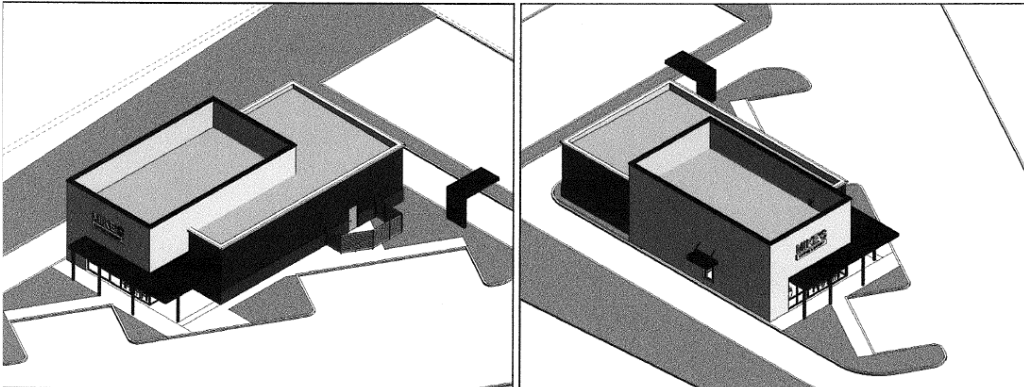
MIKE'S BAKERY



PRELIMINARY FLOOR PLAN



MIKE'S BAKERY



3D VIEWS

HMA

MIKE'S BAKERY



3D VIEWS



Exhibit C

[Special Warranty Deed of the Property]

AFTER RECORDING, RETURN TO:

President
Hickory Creek Economic Development Corporation
1075 Ronald Reagan Avenue
Hickory Creek, Texas 75065

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §

The **HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (“**Grantor**”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by **HARD SUN V, LLC**, a Texas limited liability company (“**Grantee**”), the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee, certain real property in Denton County, Texas, being more particularly described in ***Exhibit A*** attached hereto and made a part hereof for all purposes, (the “**Land**”), TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests located thereon or in anywise appertaining thereto (said Land and all rights, benefits, privileges, easements, hereditaments, appurtenances, buildings, other improvements and interests being hereinafter referred to as the (“**Property**”).

For the same consideration recited above, Grantor hereby BARGAINS, SELLS AND TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Land and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Land, but not including any right or interest in or to any contiguous or abutting lands owned by Grantor or its assigns.

This conveyance is made and accepted subject to the matters of record as of the date hereof. Grantor conveys the Property “As Is” without further representation.

Exhibit A

Legal Description and/or Depiction of the Property

**TOWN OF HICKORY CREEK
RESOLUTION NO. 2021-0823-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE HICKORY CREEK ECONOMIC DEVELOPMENT CORPORATION AND HARD SUN V, LLC, A TEXAS LIMITED LIABILITY COMPANY, FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103, 505.152, AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Hickory Creek Economic Development Corporation (hereinafter referred to as the “EDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, the Town Council of the Town of Hickory Creek, Texas, finds and determines that the Performance Agreement, a copy of which is attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK, TEXAS, AS FOLLOWS:

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Hickory Creek, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Hickory Creek, Texas, finds and determines that the project, and Performance Agreement and related documents, attached hereto as ***Exhibit A***, will promote new and expanded business development, and is otherwise consistent with Sections 501.103, 505.152, and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Hickory Creek, Texas, following the second reading of this Resolution authorizes the project and Performance Agreement and related documents, attached hereto as ***Exhibit A***, and authorize the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Hickory Creek, Texas, on this the 23rd day of August, 2021.

Lynn C, Clark, Mayor
Town of Hickory Creek, Texas

ATTEST:

Kristi Rogers, Town Secretary
Town of Hickory Creek, Texas

APPROVED AS TO FORM:

Dorwin L. Sargent, III, Town
Attorney Town of Hickory Creek,
Texas

Exhibit A

Performance Agreement



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

EXHIBIT 'A' **SCOPE OF WORK** **HICKORY CREEK AMPHITHEATER**

PURPOSE

The purpose of this **SCOPE** is for the **CONSULTANT**, Halff Associates Inc., to prepare a master plan and contract documents for the **CLIENT**, Town of Hickory Creek, Texas for the **PROJECT**, Hickory Creek Amphitheater in the open space south of Hickory Creek Town Hall.

PROJECT ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation.

1. The project planning area will encompass approximately +/- 1.5 acre located on the southern portion of Hickory Creek Town Hall at the northwest corner of Tuberville Road and Ronald Regan Avenue.
2. Amphitheater will provide public seating for outdoor events and will utilize the current walks, pond, stage and utilities.
3. The Client will supply existing and proposed available data related to the project sites, to the planning and design team, as available, for use during the Master Planning phase. Existing data to be provided to the design team consists of:
 - a. Existing Utility Information - The Client will provide as-built plans for all existing utilities located within the limits of the project site. Plans shall show all utilities including but not limited to water, sanitary sewer, storm drain facilities, or any utilities related to the associated with the project.
 - b. Environmental Investigations - The Client will provide the design team with any available data and information from existing environmental reports for the project site.
 - c. Hydraulic Investigations - The Client will provide the design team with any available data and information from existing hydraulic reports for the project site.

SCOPE – BASIC SERVICES (LUMP SUM)

PHASE 001- Master Plan

1. Data Collection and Base Map Preparation
 - a. Establish parameters and procedures to be used when assembling previous studies and existing data for use during the planning and design efforts, including the number of copies to be delivered by participants and timeframes for data availability and assembly.



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

- b. Establish data management protocols and procedures to ensure data collection is consistent and accurate from different consultants and team members.
- c. Compile the digital information provided by the Client during the data gathering exercises into a base map for use during the planning and design activities. This base map will illustrate information such as locations of existing streets; existing wet and dry utilities; and existing topography.
- d. Initiate and coordinate one (01) site investigation study/information gathering meeting related to the topography of the site; utilities; vegetation areas; and plan impacts. The impacts and opportunities that result from these studies will be documented for use in the final development plan preparation process.

2. Master Plan Meetings

- a. Master Plan Meeting - Consultant will conduct two (02) master plan meetings with Client to present one (01) preliminary concept plan and one (01) final concept plan. The Client will organize the meeting time and location.

3. Master Planning

- a. Preliminary Master Plan - Based upon the data collection and base map preparation, site investigation/information gathering meeting, Consultant will prepare one (01) concept plan showing plan layouts and sketches that help communicate the design intent and vision of the project.
- b. Deliverables - Master plans shall include two (02) full size 22"x34" color rendered layouts of the proposed improvements, and potential impacts including plan view and sketches. A digital pdf file shall also be available to the Client for their use.

4. Topographical Survey

- a. Consultant will perform detailed topographical surveying for the Project. The survey will be based on the Texas State Plane Coordinate System 4202 North Central Texas datum. The survey will include the following:
 - i. Horizontal and Vertical control points will be established such that all points of construction will be within 500 feet of a control point.
 - ii. Topographic features will be surveyed along with any and all other features needed for design. Ground surface contours at an interval of one (01) foot supplemented by appropriate spot elevations accurate to 0.1-foot elevation. Tie existing trees 6-inch caliper and larger within the park property. Existing surface utility appurtenances as needed. Existing drainage and utility information. Other visible surface features and underground utilities shown based on field ties of visible surface appurtenances, and Client and franchise utilities record information. The surveyor and engineer cannot certify as to the accuracy or completeness of the record documents used to locate the existing underground utilities.



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

- iii. Existing property corners, iron pins, etc. will be tied to establish existing rights-of- way and property lines.

PHASE 002 - Schematic Design (30% Contract Documents)

1. Schematic Design (30% Contract Documents)

- a. Schematic Design – Based on the preliminary master plan, Consultant shall prepare for approval by the Client a schematic design as defined below. The schematic design will serve as the final master plan. Consultant will design and layout the preliminary horizontal control showing the geometric layout in plan view based on surveyed topographical data. Plans will include the horizontal control for the proposed amphitheater improvements, grading, retaining walls, steps, stages, property impacts, areas of demolition and direction for ADA compliance.
- b. Opinion of Probable Cost – Based on the schematic design layout a preliminary working statement of probable cost will be prepared and distributed with the preliminary schematic plans.
- c. Project Manual – Based on schematic design a preliminary project manual will be created. Manual will include Client boiler plate and specification table of contents. Full technical specifications will be assembled in the 60% and beyond submittals.
- d. Deliverables – Schematic design and Project Manual shall include the plan layout of the proposed amphitheater improvements in a 22"x34" format. Two (02) hard copies, full size prints and PDF will be provided.

PHASE 003 Contract Documents

1. Contract Document – Plan Set (60% & Final Plans)- Based on the approved schematic design, Consultant shall prepare, for approval by the Client, a complete and correct set of contract documents and specifications as defined below. Consultant shall prepare and print two (02) draft sets of drawings and PDF for review and comment and shall be submitted at 60% and Final submittal stages as defined in the attached project schedule. Consultant will provide the following drawings:
 - i. Cover Sheet
Consultant Associates will prepare the Cover Sheet, which will provide project title, project location map, applicable Client contract numbers, professional seals and other information applicable to Client Contract Documents.
 - ii. General Note
Consultant will prepare the project general notes that may apply to but not necessarily limited to demolition, erosion control, paving, utilities, planting, and irrigation.
 - iii. Existing Conditions Plan
Consultant will prepare the Existing Condition Plan that indicates, visible utilities, property lines, easements, topography, edge of pavement
 - iv. Demolition Plan
Consultant will prepare the demolition plan, which will provide notes and details required for the demolition, removal and disposal of site features including decommissioned utilities, trash, debris, tree protection and preservation. The demolition plan and specifications will be coordinated with the Client for proper disposal and/or preservation. Plans will be sealed by a Landscape Architect.
 - v. Erosion Control Plan
Consultant will prepare one erosion control plan in conjunction with the grading plans. This task is for the preparation of design drawings and associated details only. The Storm Water Pollution Prevention Plan (SWP3), including but not limited, to the Notice of Intent (NOI), project description, inspection forms, Notice of Termination (NOT), etc. are not included in this item and will be provided by the contractor. The Contractor and Owner will be responsible for execution and implementation of NOI, NOT, and SWP3. Plans will be sealed by a Professional Engineer.
 - vi. Grading Plan
Consultant will prepare the Grading Plan including the notes and details required to allow grading of the amphitheater. The grading plan will show existing and proposed ground contour lines, proposed utilities and spot elevations needed to grade the site for drainage. Plans will be sealed by a Licensed Landscape Architect.
 - vii. Dimension Control Plan and Site Amenities Layout
Consultant will design, dimension and label with detail references for the amphitheater and associated site amenities. Fee includes plans and specifications for the improvements, sub-grade preparation, jointing requirements, and construction notes. Geometric dimension control will be provided. A geotechnical report with paving

recommendations will be required, as described in the Special Services section of this proposal. Plans will be sealed by a Licensed Landscape Architect.

viii. Site Details

Consultant will provide construction details for the amphitheater and associated site amenities including materials, colors, finishes, and other applicable information. Plans will be sealed by a Licensed Landscape Architect.

ix. Structural Details

Consultant will provide structural engineering design for proposed that may include but not limited to pavilion, seat walls, stairs, and site lighting as approved during the Schematic Design phase. Drawings will include sections and details with dimensional control information necessary and limits of disturbance caused by structural footings and piers. Plans will be sealed by a Professional Engineer

x. Landscape Plan

Consultant will design the landscape planting plan. The landscape plan will show all plantings, arrangement of plant materials, mow and minimal mow areas, and landscape berms. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plan. Details for the proper installation of plants will also be included. Plans will be sealed by a Licensed Landscape Architect.

xi. Irrigation Plan

Consultant will design and provide details for the irrigation plan for the proposed amphitheater. Upon approval of the landscape plan, an irrigation plan will be prepared that responds to the proposed landscape plan. The plan will be developed with an emphasis on proper zoning of the system in order to maximize efficient water management. The system will be designed to permit separate watering of turfgrass. Details for the proper installation of sprinkler heads, valves, pipe, service connection, controller and other items will be shown on the plan. Plans will be sealed by a Licensed Irrigator.

PHASE 004 Reimbursable Expenses

1. Reimbursable Expenses shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans, presentation boards, graphic boards and similar incidentals.



SCOPE– SPECIAL SERVICES (LUMP SUM)

PHASE 005 Special Services

1. Geotechnical Services

- i. Drillers and technicians will evaluate subsurface conditions with one (01) sample borings according the following field program. Experienced drillers and technicians will evaluate subsurface conditions with a total of one (01) sample borings to depths of 30 to 35 feet below existing grades.
- ii. The field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.
- iii. An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide three copies of the report. The report will address:
 - a. General soil and ground-water conditions
 - b. Recommendations for foundation type, depth and allowable loading
 - c. Minimum penetration of piers to resist uplift (if required)
 - d. Foundation construction requirements
 - e. Recommended lateral pressures for the design of below-grade walls and retaining structures
 - f. Earthwork recommendations
 - g. Guidelines for pavement design

2. Accessibility Review

- a. Consultant will submit drawings and specifications to the Texas Department of Licensing and Regulation for review of accessibility. We will incorporate any comments received and adjust the plans as needed. This cost will be included as part of the base fee schedule.
- b. Site Inspection fees payable to TDLR will be paid and delivered with transmittal of the plans to TDLR. Printing of plans and specifications and shipping will be reimbursable expenses as defined herein



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

EXHIBIT 'B'
BASIS OF COMPENSATION
HICKORY CREEK AMPHITHEATER

Basic Services and **Special Services** as described in **Attachment 'A'** will be provided for a total lump sum fee of **\$17,500.00**. The overall fee total shown will not be exceeded without prior written authorization from the Client.

Payment for total services as described in **Attachment 'A'** will be invoiced to the Client on a monthly basis, based upon a percentage of completed tasks. Below is a cost breakdown of the Services:

BASIC SERVICES

| | | |
|---|-----------|------------------|
| PHASE 001 – Amphitheater Master Plan | \$ | 5,500.00 |
| 1. Master Plan Meetings | \$ | 500.00 |
| 2. Master Planning | \$ | 1,000.00 |
| 3. Topographical Survey | \$ | 4,000.00 |
| PHASE 002 –Schematic Design | \$ | 3,000.00 |
| 1. 30% Schematic Design | \$ | 3,000.00 |
| PHASE 003 – Contract Documents | \$ | 4,000.00 |
| 1. Construction Plans | \$ | 3,000.00 |
| 2. Project Manual | \$ | 1,000.00 |
| PHASE 004 – Reimbursables | \$ | 500.00 |
| BASIC SERVICES SUB-TOTAL | \$ | 13,000.00 |

SPECIAL SERVICES

| | | |
|--|-----------|------------------|
| PHASE 005 – Special Services | \$ | 4,500.00 |
| 1. Geotechnical Services | \$ | 3,000.00 |
| 2. Accessibility Review & Registration | \$ | 1,500.00 |
| SPECIAL SERVICES SUB-TOTAL | \$ | 4,500.00 |
| PROJECT GRAND TOTAL | \$ | 17,500.00 |



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

EXHIBIT 'C'
CONSTRUCTION SERVICES
HICKORY CREEK AMPHITHEATER

PURPOSE

The purpose of this **SCOPE** is for the **CONSULTANT**, Halff Associates Inc., to provide Construction Services for the **CLIENT**, Town of Hickory Creek, Texas for the **PROJECT**, Hickory Creek Amphitheater. This scope will be executed under a separate task order and on an hourly basis. Additional fees, if needed, will be assessed and requested by the **CONSULTANT** and approved by the **CLIENT**.

SCOPE – CONSTRUCTION SERVICES (HOURLY)

PHASE 006 Construction Services

1. Construction Administration Services

a. Bid Process Coordination

Consultant shall assist the Client in RFI's, addenda's, contractor inquiries and evaluating the bids. Consultant shall attend one (01) pre-bid conference to coordinate the project design and expectations. Consultant will prepare bid documents for CD distribution by the Client. The Bid set shall consist of digital PDF copies of both the plans and specifications which will be purchased by the contractor at a nominal fair cost. Distribution of bid sets to contractors, distribution of addenda and respond to bidder's inquiries will be performed by the Consultant.

b. Submittal and RFI Review

Review and provide written responses to contractor submittals and RFI's on construction drawings and specifications prepared under this contract.

c. On-site Meetings

Provide assistance during the construction phase by reviewing contractor shop drawings when appropriate, visiting the project site at appropriate intervals to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow Consultant or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

We anticipate that up to three (03) site visits will be made during the construction phase of the project. The Consultant shall submit a written report of all site visits to the Client within seven business days of each visit. Consultant shall notify the Client immediately of any emergency conditions or notable occurrences observed while conducting the site visits. Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. Consultant does not guarantee the



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- d. Preliminary and Final Site Walk-Through
Conduct one (01) preliminary and one (01) final walk-through of the construction site with Client and the Contractor to facilitate the preparation of a final punch list.

CONSTRUCTION SERVICES

| | | |
|---|-----------|-----------------|
| PHASE 006 – Construction Services (Hourly NTE) | \$ | 5,000.00 |
| 1. Construction Administration | \$ | 5,000.00 |



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

EXHIBIT 'D'
EXCLUSIONS
HICKORY CREEK AMPHITHEATER

Additional services, not included in the Scope of Services, will be negotiated with Client as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

1. Threatened and Endangered species report,
2. Design of areas outside the limits of the project site,
3. Additions to the project scope or budget that causes additional planning work,
4. Public meetings or workshops,
5. Any additional work not specifically included in the above scope of services
6. Revisions to master plan requested by Client after the master plan is approved, unless necessitated by discrepancy in plans,
7. Permit fees, filing fees, pro-rated fees, impact fees and taxes, and any federal, and/or state regulatory agency review fees,
8. Design of additional gas, telephone or other utility improvements,
9. Printing of drawings, specifications and contract documents except as noted herein,
10. Graphic products except as noted in herein,
11. Design of utilities or other improvements outside of the project boundary,
12. Quality control and material testing services during construction except for submittal reviews,
13. Environmental services,
14. Traffic engineering report or studies,
15. Construction staking,
16. Design of existing utility relocations or modifications,
17. Negotiations/agreements with adjacent property owners,
18. Final plat preparation,
19. HEC-1 Analysis or flood studies on site,
20. Preparation of Environmental Impact Statements or Investigation Reports for the project site,
21. This scope does not include effort specifically for regulatory submittals including, but not limited to, Section 404 permitting, CLOMR, LOMR, or Floodplain Development Permit. In the event any of these efforts are warranted, we will request these as Additional Services.

Priority Rankings

| Rank | Action Plan | High | Moderate | Low |
|------|---|------|----------|-----|
| 1 | Trails Along the Lake | ♦ | | |
| 2 | Trails Connected Through the Town | ♦ | | |
| 3 | Expand Amenities Along the Lake | ♦ | | |
| 4 | Trails Connected to Neighboring Communities | ♦ | | |
| 5 | Benches / Seating Areas | ♦ | | |
| 6 | Fishing Pier | ♦ | | |
| 7 | Playgrounds for Children | ♦ | | |
| 8 | Additional Lighting in Parks | ♦ | | |
| 9 | Wildlife, Plant & Bird Education Stations Along Trail | ♦ | | |
| 10 | Sandy Beach Area | | ♦ | |
| 11 | Picnic Areas with Grilling Stations | | ♦ | |
| 12 | Spraygrounds | | ♦ | |
| 13 | Open Spaces / Natural Areas | | ♦ | |
| 14 | Sand Volleyball | | ♦ | |
| 15 | Dog Park | | ♦ | |
| 16 | Disc Golf | | ♦ | |
| 17 | Mountain Bike / BMX Trails | | ♦ | |
| 18 | Community Garden | | | ♦ |
| 19 | Exercise Stations Along Trails | | | ♦ |
| 20 | Additional Large Pavilions | | | ♦ |
| 21 | RV Park and Camping Areas | | | ♦ |
| 22 | Multipurpose Sports Fields For Practice and Play | | | ♦ |
| 23 | Food Truck Park Area | | | ♦ |
| 24 | Tennis Courts | | | ♦ |
| 25 | Amphitheater | | | ♦ |



Town of Hickory Creek

Pratt Property Quick Facts

- Decision made by town council to purchase land back in 2014.
- Approximately 7.7 acres
- Only accessible via Sycamore Bend Road through Sycamore Bend Park.
- Originally purchased for recreational sport fields.
- Determined project would be too costly because of the topography of the property.
- Property abounds private development east of the property, remainder Corp of Engineers.
- Original house on property demolished due to water and fire damage.
- Parking lot approved by Corp of Engineers.
- Sycamore Bend Road reconstruction to be completed in 2022.
- Water well/tank located on property.

Priority Rankings

| Rank | Action Plan | High | Moderate | Low |
|------|---|------|----------|-----|
| 1 | Trails Along the Lake | ♦ | | |
| 2 | Trails Connected Through the Town | ♦ | | |
| 3 | Expand Amenities Along the Lake | ♦ | | |
| 4 | Trails Connected to Neighboring Communities | ♦ | | |
| 5 | Benches / Seating Areas | ♦ | | |
| 6 | Fishing Pier | ♦ | | |
| 7 | Playgrounds for Children | ♦ | | |
| 8 | Additional Lighting in Parks | ♦ | | |
| 9 | Wildlife, Plant & Bird Education Stations Along Trail | ♦ | | |
| 10 | Sandy Beach Area | | ♦ | |
| 11 | Picnic Areas with Grilling Stations | | ♦ | |
| 12 | Spraygrounds | | ♦ | |
| 13 | Open Spaces / Natural Areas | | ♦ | |
| 14 | Sand Volleyball | | ♦ | |
| 15 | Dog Park | | ♦ | |
| 16 | Disc Golf | | ♦ | |
| 17 | Mountain Bike / BMX Trails | | ♦ | |
| 18 | Community Garden | | | ♦ |
| 19 | Exercise Stations Along Trails | | | ♦ |
| 20 | Additional Large Pavilions | | | ♦ |
| 21 | RV Park and Camping Areas | | | ♦ |
| 22 | Multipurpose Sports Fields For Practice and Play | | | ♦ |
| 23 | Food Truck Park Area | | | ♦ |
| 24 | Tennis Courts | | | ♦ |
| 25 | Amphitheater | | | ♦ |

