

Fort Worth Public Improvement District No. 16 (Walsh Ranch/Quail Valley)  
Improvement Area #2 Reimbursement Agreement

This Fort Worth Public Improvement District No. 16 (Walsh Ranch/Quail Valley) Improvement Area #2 Reimbursement Agreement (this "Area #2 Reimbursement Agreement") is entered into by QUAIL VALLEY DEVCO II, L.L.C. ("Quail Valley"), and WALSH RANCHES LIMITED PARTNERSHIP ("Walsh Ranches" and together with Quail Valley, the "Developer") and the CITY OF FORT WORTH, TEXAS (the "City"), to be effective September \_\_, 2020 (the "Effective Date"). The Developer and the City are sometimes individually referred to as a "Party" and collectively as the "Parties."

SECTION 1. RECITALS

1.1 **WHEREAS**, capitalized terms used in this Area #2 Reimbursement Agreement shall have the meanings given to them in Section 2, unless otherwise defined herein or unless the context in which a term is used clearly requires a different meaning; and

1.2 **WHEREAS**, all resolutions, ordinances, agreements, documents, and instruments referenced in this Area #2 Reimbursement Agreement are incorporated as part of this agreement; and

1.3 **WHEREAS**, Quail Valley is a Texas limited liability company; and

1.4 **WHEREAS**, Walsh Ranches is a Texas limited partnership; and

1.5 **WHEREAS**, the City is a Texas home-rule municipality; and

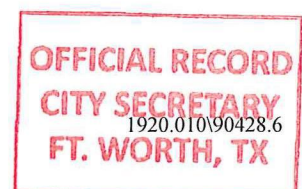
1.6 **WHEREAS**, the City Council is authorized by Chapter 372, Texas Local Government Code, as amended (the "PID Act"), to create public improvement districts within the City's corporate limits and extraterritorial jurisdiction; and

1.7 **WHEREAS**, the PID Act authorizes public improvement districts to undertake public improvement projects that confer a special benefit on the property within the districts and to pay for such public improvement projects by levying assessments against benefited property within the districts; and

1.8 **WHEREAS**, Devco I and Walsh Ranches filed with the municipal secretary of the City (the "City Secretary") a petition (the "Petition") requesting the creation of a public improvement district covering the Property; and

1.9 **WHEREAS**, the Petition satisfied the requirements of the PID Act; and

1.10 **WHEREAS**, on August 30, 2016, the City Council approved Resolution No. 4671-08-2016: (1) accepting the Petition; (2) calling a public hearing for September 20, 2016 (the "Public Hearing") to take public testimony on the feasibility and advisability of creating Fort



Worth Public Improvement District No. 16 (Walsh Ranch/Quail Valley) (the "District") and the feasibility and advisability of the public improvement projects proposed by the Petition; and (3) authorizing and directing notices of the Public Hearing be mailed and published as required by the PID Act; and

1.11 **WHEREAS**, City staff caused notice of the Public Hearing to be mailed before the 15<sup>th</sup> day before the date of the Public Hearing as required by the PID Act; and

1.12 **WHEREAS**, City staff caused notice of the Public Hearing to be published in a newspaper of general circulation before the 15<sup>th</sup> day before the date of the Public Hearing as required by the PID Act; and

1.13 **WHEREAS**, after publishing, mailing, and otherwise providing all notices required by the PID Act and state law, the City Council conducted the Public Hearing on the date and at the location and time specified in such notices, at which Public Hearing the City Council took public testimony on the feasibility and advisability of creating the District and the feasibility and advisability of undertaking the public improvement projects proposed by the Petition; and

1.14 **WHEREAS**, on September 27, 2016, the City Council approved Resolution No. 4686-09-2016 authorizing the creation of the District covering the Property; and

1.15 **WHEREAS**, notice of Resolution No. 4686-09-2016 was published in a newspaper of general circulation as required by the PID Act, whereupon the District authorization became effective; and

1.16 **WHEREAS**, Resolution No. 4686-09-2016 was filed (1) November 29, 2016, as Instrument No. 201627203, in the real property records of Parker County, Texas and (2) December 6, 2016, as Instrument No. D216284552, in the real property records of Tarrant County, Texas; and

1.17 **WHEREAS**, the Property is to be developed in phases, and

1.18 **WHEREAS**, a Master Reimbursement Agreement by and among the City, Walsh Ranches, and Quail Valley Devco I, LLC, a Texas Limited Partnership, an affiliate of the Quail Valley ("Devco I"), was executed relating to the financing of certain Authorized Improvements in each phase of the District for the special benefit of Assessed Property within that phase; and

1.19 **WHEREAS**, Devco I has assigned all of its rights under the Master Reimbursement Agreement with respect to Improvement Area #2 to Quail Valley (the "Assignment"); and

1.20 **WHEREAS**, pursuant to Section 13.A of the Master Reimbursement Agreement, a copy of the notice of the Assignment (the "Notice") has been received by the City and is attached hereto as Schedule I to this Agreement; and

1.21 **WHEREAS**, prior to the first reimbursement payment to be made hereunder, the City will have received a copy of the instrument effectuating the Assignment; and

1.22 **WHEREAS**, the City hereby waives the provisions of Section 13.A of the Master Reimbursement Agreement requiring that (i) no assignment shall be effective until five days after the receipt of the Notice, and (ii) a copy of the instrument evidencing the assignment be attached to the Notice, and therefore the Assignment is deemed effective on or before the date hereof; and

1.23 **WHEREAS**, in connection with the development of Improvement Area #1, Fort Worth Public Improvement District No. 16 (Walsh Ranch/Quail Valley) Improvement Area #1 Reimbursement Agreement was executed ("Area #1 Reimbursement Agreement") as approved by Resolution 4777-05-2017; and the Fort Worth City Council adopted an ordinance approving the Original SAP, allocating and levying assessments on the Lots in Improvement Area #1, and ordaining related matters (the "Improvement Area #1 Assessment Ordinance"); and

1.24 **WHEREAS**, development of Improvement Area #2 required construction of Authorized Improvements within Improvement Area #2, including the Improvement Area #2 Funded Improvements, which the Developer has completed; and

1.25 **WHEREAS**, the Actual Costs of all of the Authorized Improvements that could be assessed against Lots within Improvement Area #2 based on the special benefit conferred on the Lots by the Authorized Improvements benefitting Improvement Area #2 is \$27,333,342, as shown on Table III-B in the 2020 SAP Update; and

1.26 **WHEREAS**, the PID-Funded Actual Costs of the Improvement Area #2 Funded Improvements that are being assessed against Lots within Improvement Area #2 based on the special benefit conferred on the Lots by the Improvement Area #2 Funded Improvements is \$5,850,000.00, which amount is shown in Table III-B in the 2020 SAP Update (the "Total Improvement Area #2 Assessment Amount"); and

1.27 **WHEREAS**, the methodology by which the Total Improvement Area #2 Assessment Amount is apportioned, and the apportionment of the Total Improvement Area #2 Assessment Amount to each Lot Type and Lot within Improvement Area #2 is set forth in the 2020 SAP Update; and

1.28 **WHEREAS**, the apportionment of the Total Improvement Area #2 Assessment Amount to each Lot within Improvement Area #2 is shown on the Improvement Area #2 Assessment Roll; and

1.29 **WHEREAS**, on September 1, 2020, the City Council passed and approved Ordinance No. 24386-09-2020 (the "Improvement Area #2 Assessment Ordinance") and in connection therewith approved and authorized the execution of this Agreement; and



1.30 **WHEREAS**, the Improvement Area #2 Assessment Ordinance: (1) approved the 2020 SAP Update; and (2) levied the Improvement Area #2 Assessments against each Lot within Improvement Area #2 in accordance with the Improvement Area #2 Assessment Roll; and

1.31 **WHEREAS**, the Improvement Area #2 Assessment Ordinance provides that an Improvement Area #2 Assessment levied against a Lot may be paid in full at any time in accordance with the PID Act; however, if not paid in full, the owner of the Lot shall not be in Default but shall be deemed to have elected to pay the Improvement Area #2 Assessment in Annual Installments in accordance with the 2020 SAP Update and this Agreement; and

1.32 **WHEREAS**, Annual Installments of the Improvement Area #2 Assessments shall be billed and collected by or on behalf of the City in accordance with the Improvement Area #2 Assessment Ordinance, the 2020 SAP Update, and this Agreement and as authorized by the PID Act; and

1.33 **WHEREAS**, all Assessment Revenue from the collection of the Improvement Area #2 Assessments shall be deposited into the Improvement Area #2 Account of the District Fund; and

1.34 **WHEREAS**, the Assessment Revenue from the collection of the Improvement Area #2 Assessments on deposit in the Improvement Area #2 Account of the District Fund shall only be used to pay the Improvement Area #2 Reimbursement Balance or to pay debt service on PID Bonds secured by Improvement Area #2 Assessments, if issued ("Improvement Area #2 PID Bonds"); and

1.35 **WHEREAS**, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the PID Act; and

1.36 **WHEREAS**, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) constitute representations, warranties, and covenants that each Party has relied upon in entering into this Agreement.

**NOW THEREFORE**, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

## SECTION 2. DEFINITIONS

2.1 "2020 SAP Update" means the *Fort Worth Public Improvement District No. 16 (Walsh Ranch/Quail Valley) Service and Assessment Plan* dated May 2, 2017, as updated for Improvement Area #2 on September 1, 2020, approved by Improvement Area #2



Assessment Ordinance, including updates, modifications, and amendments approved by the City Council from time to time in accordance with the SAP and the PID Act.

2.2 "Actual Costs" are defined in the SAP

2.3 "Administrative Expenses" are defined in the SAP.

2.4 "Administrator" is defined in the SAP.

2.5 "Annual Installment" is defined in the SAP. As used herein, the term Annual Installment is comprised of two components: (a) Administrative Expenses, and (b) Assessment Revenues.

2.6 "Area#1 Reimbursement Agreement" is defined in Section 1.23.

2.7 "Area#2 Reimbursement Agreement" is defined in the Preamble.

2.8 "Assessment" is defined in the SAP and includes the Improvement Area #1 Assessments and the Improvement Area #2 Assessments.

2.9 "Assessment Revenue" means: (1) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses of collection); and (2) revenue collected from the payment of the Annual Installments (excluding Administrative Expenses) of the Assessments.

2.10 "Assignment" is defined in Section 1.19.

2.11 "Authorized Improvements" means the public improvement projects authorized by the PID Act and to be constructed in in the District that confer a special benefit on Property within the District, including, but not limited to, the Improvement Area #2 Funded Improvements.

2.12 "Chief Financial Officer" the Chief Financial Officer of the City of Fort Worth, also known as the Director of Financial Management Services.

2.13 "City" is defined in the Preamble.

2.14 "City Council" means the governing body of the City of Fort Worth, Texas.

2.15 "City Engineer" means the person designated in writing as the "City Engineer" for purposes of this Agreement by the City Manager of the City.

2.16 "City Secretary" is defined in Section 1.8.

2.17 "Default" is defined in Section 3.12.

2.18 "Delinquent Collection Costs" are defined in the SAP.

2.19 "Devco I" is defined in Section 1.18.

2.20 "Developer" is defined in the Preamble.

- 2.21 "Developer's Continuing Disclosure Agreement" means a continuing disclosure agreement of the Developer entered into in connection with the issuance of the PID Bonds, if any, in satisfaction of the requirements of Rule 15c2-12, promulgated by the United States Securities and Exchange Commission.
- 2.22 "Development Agreement" means that certain Economic Development Agreement by and between the City of Fort Worth and Walsh Ranches, the Walsh Children's Trusts, The Walsh Grandchildren's Trust, and F. Howard Walsh, Jr., entered into on May 6, 2003, as the same may be amended from time to time.
- 2.23 "District" is defined in Section 1.10.
- 2.24 "District Fund" means a fund created by the City for the sole benefit of the District that is segregated from all other funds of the City and containing the Improvement Area #2 Account into which the City shall deposit Assessment Revenue from the collection of the Improvement Area #2 Assessments pursuant to Section 3.2 and from which the City will pay the Improvement Area #2 Reimbursement Balance pursuant to Section 3.3.2.
- 2.25 "Effective Date" is defined in the Preamble.
- 2.26 "Failure" is defined in Section 3.12.
- 2.27 "Improvement Area #1" is defined in the SAP.
- 2.28 "Improvement Area #1 Assessment Ordinance" is defined in Section 1.23.
- 2.29 "Improvement Area #1 Assessments" is defined in the SAP.
- 2.30 "Improvement Area #1 Assessment Roll" means the assessment roll attached as Appendix A-1 to the Original SAP and the 2020 SAP Update that identifies the Assessments against each Lot within Improvement Area #1.
- 2.31 "Improvement Area #1 Funded Improvements" is defined in the SAP.
- 2.32 "Improvement Area #1 Indenture" means the Indenture relating to the Improvement Area #1 PID Bonds.
- 2.33 "Improvement Area #1 PID Bonds" is defined in the Improvement Area #1 Reimbursement Agreement.
- 2.34 "Improvement Area #1 Reimbursement Agreement" means that certain Fort Worth Public Improvement District No. 16 (Walsh Ranch/Quail Valley) Reimbursement Agreement, effective as of May 2, 2017, by and between the City, Walsh Ranch, and Devco I and the Developer pursuant to which the Developer agrees to fund the Actual Costs of the Authorized Improvements in Improvement Area #1 of the District and the City agrees to reimburse the Developer for the PID-Funded Actual Costs of the Improvement Area #1 Funded Improvements, with interest, as permitted by the PID Act.

- 2.35 "Improvement Area #1 Reimbursement Amount" is defined as the "Reimbursement Amount" defined in Section 3.3.1 of the Improvement Area #1 Reimbursement Agreement.
- 2.36 "Improvement Area #1 Reimbursement Balance" is defined as the "Reimbursement Balance" defined in Section 3.3.1 of the Improvement Area #1 Reimbursement Agreement.
- 2.37 "Improvement Area #2" is defined in the 2020 SAP Update.
- 2.38 "Improvement Area #2 Account" means the account in the District Fund into which the Assessment Revenue from the collection of the Improvement Area #2 Assessments shall be deposited.
- 2.39 "Improvement Area #2 Assessment Ordinance" is defined in Section 1.29.
- 2.40 "Improvement Area #2 Assessments" is defined in the 2020 SAP Update.
- 2.41 "Improvement Area #2 Assessment Roll" means the assessment roll attached as Appendix A-2 to the 2020 SAP Update that identifies the Assessments against each Lot within Improvement Area #1.
- 2.42 "Improvement Area #2 Funded Improvements" is defined in the 2020 SAP Update.
- 2.43 "Improvement Area #2 Indenture" means the Indenture relating to the Improvement Area #2 PID Bonds.
- 2.44 "Improvement Area #2 PID Bonds" is defined in Section 1.34.
- 2.45 "Improvement Area #2 Reimbursement Amount" is defined in Section 3.3.1.
- 2.46 "Improvement Area #2 Reimbursement Balance" is defined in Section 3.3.1.
- 2.47 "Improvement Area #3" means the Future Improvement Area (as defined in the SAP) of the District that is the third improvement area of the District.
- 2.48 "Improvements Completion Date" means the date on which the City Engineer certifies in writing that the Authorized Improvements for Improvement Area #2 have been constructed in substantial compliance with the approved plans and specifications for such improvements and are ready to be accepted by the City.
- 2.49 "Indenture" is defined in the SAP.
- 2.50 "Lot" is defined in the SAP.
- 2.51 "Lot Type" is defined in the SAP.
- 2.52 "Master Reimbursement Agreement" means that certain Master Reimbursement Agreement entered into by and between the City and Devco I, effective as of July 17, 2017, as



assigned pursuant to the Assignment, pursuant to which the timing of certain obligations of the City and the Developer with respect to the District is established, including the proposed levy of assessments for Future Improvement Areas (as defined in the SAP) and the issuance of PID Bonds, if any.

2.53 "Maturity Date" is defined in Section 3.3.1.

2.36 "Net Proceeds" means the proceeds generated from the issuance and sale of PID Bonds minus costs of issuance and reserve fund deposits and capitalized interest, if any, required by the applicable Indenture related to such PID Bonds.

2.54 "Notice" is defined in Section 1.20.

2.55 "Original SAP" means the *Fort Worth Public Improvement District No. 16 (Walsh Ranch/Quail Valley) Service and Assessment Plan* dated May 2, 2017, approved by the Improvement Area #1 Assessment Ordinance.

2.56 "Party" or "Parties" are defined in the Preamble.

2.57 "Petition" is defined in Section 1.8.

2.58 "PID Act" is defined in Section 1.6.

2.59 "PID Bonds" are defined in the SAP and include the Improvement Area #1 PID Bonds, if issued, and the Improvement Area #2 PID Bonds, if issued.

2.60 "PID-Funded Actual Costs" are defined in the SAP.

2.61 "Prepayments" are defined in the SAP.

2.62 "Property" means the approximately 1,704 acres within the corporate limits and extraterritorial jurisdiction of the City as described in the Petition and the SAP.

2.63 "Quail Valley" is defined in the Preamble.

2.64 "SAP" means the Original SAP as updated by the 2020 SAP Update, including updates, modifications, and amendments approved by the City Council from time to time in accordance with the SAP and the PID Act.

2.65 "Total Improvement Area #2 Assessment Amount" is defined in Section 1.26.

2.66 "Transfer" is defined in Section 3.9.

2.67 "Transferee" is defined in Section 3.9.

2.68 "Walsh Ranches" is defined in the Preamble.

### SECTION 3. ADDITIONAL PROVISIONS

3.1 Construction of Improvement Area #2 Funded Improvements. The Developer, at its cost and expense, has constructed or caused to be constructed all of the Authorized Improvements, including the Improvement Area #2 Funded Improvements. The Authorized Improvements shall be constructed in accordance with all applicable laws, ordinances, rules, and regulations of the State of Texas, the City, and any other political subdivision or governmental agency that has jurisdiction over the construction of the Authorized Improvements; provided, however, contracts for the construction of such Authorized Improvements shall be exempt from competitive bidding requirements pursuant to Section 252.022(a)(9), Texas Local Government Code, as amended. The Developer shall prepare, bid, award, and manage all contracts for the construction of the Authorized Improvements and shall provide to the City Engineer, the City's PID Administrator and the Chief Financial Officer copies of all contracts within ten (10) business days of such contract being entered into, but in no event later than thirty (30) days after the date on which such contracts were awarded. All plans and specifications for the Authorized Improvements must be approved by the City Engineer, and all construction shall be inspected by or on behalf of the City for compliance with the approved plans and specifications. The Developer shall maintain books and records evidencing the Actual Costs, including the PID-Funded Actual Costs, paid or incurred by the Developer in the construction of the Authorized Improvements, including the Improvement Area #2 Funded Improvements, copies of which books and records shall be provided to the City Engineer, the City's PID Administrator and the Chief Financial Officer. When construction of the Authorized Improvements is complete, and when the completed Authorized Improvements have been inspected by the City Engineer and determined to be in substantial compliance with the approved plans and specifications, the City Engineer shall certify such compliance in writing, including the Actual Costs of the completed Authorized Improvements, and the Developer shall dedicate (and the City shall accept) the Authorized Improvements, lien free, in accordance with standard City policies applicable to such improvements, including maintenance bonds and assignments of warranties, if any.

3.2 District Fund. Until Improvement Area #2 PID Bonds are issued, the City shall bill, collect, and deposit into the Improvement Area #2 Account of the District Fund all Assessment Revenue from the collection of the Improvement Area #2 Assessments. Annual Installments of the Improvement Area #2 Assessments shall be billed and collected by the City (or by any other person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad-valorem taxes are billed and collected. Collection of Annual Installments of the Improvement Area #2 Assessments shall be deferred pursuant to Section 372.017 of the PID Act until the first date on which such Annual Installments of the Improvement Area #2 Assessments can be collected in the manner and at the time described above. Collection of the Annual Installments of the Improvement Area #2 Assessments is anticipated to commence by October 1, 2020, with such Annual Installments being

delinquent if not paid on or before January 31, 2021. In the event collection does not commence by such time, the parties shall negotiate in good faith to update the terms of Section 3.3 below accordingly. For the avoidance of doubt, Assessment Revenue from the collection of Assessments for each improvement area, including Annual Installments thereof, deposited into the District Fund will only be used to pay the reimbursement balance for that improvement area or as directed in the indenture entered into in connection with the issuance of the PID Bonds for that improvement area, if issued, in accordance with the improvement-area-specific reimbursement agreement. Assessment Revenue from the collection of Improvement Area #2 Assessments, including Annual Installments thereof, deposited into the District Fund will only be used to pay the Improvement Area #2 Reimbursement Balance or as directed in the Improvement Area #2 Indenture entered into in connection with the issuance of the Improvement Area #2 PID Bonds, if issued. After issuance, and for so long as Improvement Area #2 PID Bonds are outstanding under the terms of the Improvement Area #2 Indenture, Assessment Revenue shall be deposited, and payments therefrom shall be applied in accordance with the provisions of the Improvement Area #2 Indenture. Once Improvement Area #2 PID Bonds are issued, the Improvement Area #2 Indenture shall control in the event of any conflicts with this Agreement. For the avoidance of doubt, (1) while any Improvement Area #2 PID Bonds are outstanding under the terms of the Improvement Area #2 Indenture, the right of the Developer to receive payment of the Reimbursement Balance shall be subordinate to the deposits required under the Improvement Area #2 Indenture related to the Improvement Area #2 PID Bonds, and (2) in no event will Developer be entitled to payment of the Improvement Area #2 Reimbursement Balance from Administrative Expenses.

### 3.3 Payment of Improvement Area #2 Reimbursement Balance.

3.3.1 Subject to the terms and conditions herein, including Section 3.2 above, the City agrees to pay to the Developer from Assessment Revenues collected from the Improvement Area #2 Assessments and deposited to the Improvement Area #2 Account of the District Fund, commencing March 15, 2021, and continuing until September 15, 2050 (the "Maturity Date") the principal amount equal to **FIVE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$5,850,000.00)** (the "Improvement Area #2 Reimbursement Amount"). The Improvement Area #2 Reimbursement Amount shall bear simple interest per annum on the unpaid balance at the rate of **FOUR AND 62/100THS PERCENT (4.62%)** for years one through 30 or until Improvement Area #2 PID Bonds are issued. The interest rates have been determined by the City Council in accordance with Section 372.023(e) of the PID Act based on the Bond Buyer Revenue Bond Index published in *The Bond Buyer*, a daily publication that publishes this interest rate index (and on the



date of the determination by the City Council, the average index rate was not less than 2.62%). If any portion of the Improvement Area #2 Reimbursement Amount remains unpaid after the City has elected to issue Improvement Area #2 PID Bonds, the interest rate on the unpaid Improvement Area #2 Reimbursement Amount shall be the same as the interest rate on the Improvement Area #2 PID Bonds; provided, however, that such rate shall not exceed five percent (5%). The Improvement Area #2 Reimbursement Amount shall be reduced by the difference, if any, determined by subtracting the Actual Costs of the Authorized Improvements within Improvement Area #2 from \$5,850,000.00. The Improvement Area #2 Reimbursement Amount together with interest payable as described above is referred to as the "Improvement Area #2 Reimbursement Balance".

- 3.3.2 The Improvement Area #2 Reimbursement Balance is payable solely from: (1) quarterly payments by the City to the Developer made each March 15, June 15, September 15, and December 15 beginning March 15, 2021 from the Assessment Revenue from the collection of Improvement Area #2 Assessments, including Annual Installments thereof, deposited into the Improvement Area #2 Account of the District Fund beginning on March 15, 2021, and continuing each calendar quarter thereafter until the earlier of the Maturity Date or the date on which the Improvement Area #2 Reimbursement Balance is paid in full, (2) the Net Proceeds of the Improvement Area #2 PID Bonds issued by the City and secured by the Improvement Area #2 Assessments; or (3) a combination of items (1) and (2). ***The Improvement Area #2 Reimbursement Balance shall be further reduced by the costs of issuance associated with the issuance of Improvement Area #2 PID Bonds, including any underwriter's discount, in addition to any reserve fund deposits and capitalized interest, if any, required by the Improvement Area #2 Indenture, notwithstanding that such funds shall not actually be paid to the Developer.*** Each quarterly payment to the Developer from the District Fund shall be accompanied by an accounting from the City's Chief Financial Officer or the City's PID Administrator that certifies the Improvement Area #2 Reimbursement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the District Fund since the last quarterly payment. If there is a dispute over the amount of any quarterly payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next quarterly payment is due; however, if the Parties are unable to resolve the disputed

amount, the determination certified by the City's Chief Financial Officer of the disputed amount shall control.

- 3.3.3 Beginning in the year in which the Improvement Area #2 PID Bonds are to be paid in full, the City will amortize the outstanding Improvement Area #2 Reimbursement Balance in a manner that is determined by the City's Chief Financial Officer to provide the most expedient payoff of the outstanding Improvement Area #2 Reimbursement Balance while seeking to maintain level reimbursement payments and taking into account Administrative Expenses associated with the Improvement Area #2 Assessments.

#### 3.4 PID Bonds.

- 3.4.1 The Parties acknowledge and agree that the District was created with the expectation that the Parties would enter into the Master Reimbursement Agreement and improvement-area-specific reimbursement agreements and that the City would issue PID Bonds in satisfaction of the each improvement-area-specific reimbursement balance in accordance with provisions set forth in each improvement-area-specific reimbursement agreement, with the provisions for this Area #2 Reimbursement Agreement set forth in Section 3.4.2 below. For the avoidance of doubt, bonds for each improvement area, if issued, shall be secured by and paid solely from the assessments for that improvement area in accordance with the improvement-area-specific reimbursement agreement and indenture. ***While any Improvement Area #2 PID Bonds are outstanding, subject to the terms of the Improvement Area #2 Indenture, the Developer shall only be entitled to annual payments from the Assessment Revenues collected from the Improvement Area #2 Assessments to the extent any such Assessment Revenues remain available after subtracting any amounts required to be paid, deposited or transferred under the Improvement Area #2 Indenture, including debt service payments on the Improvement Area #2 PID Bonds, and amounts required to be deposited into any reserve fund.*** If the Improvement Area #2 PID Bonds are paid in full prior to the Maturity Date, the City shall thereafter continue to make payments to the Developer from the Assessment Revenue generated from the collection Improvement Area #2 Assessments, including Annual Installments thereof, deposited into the Improvement Area #2 Account of the District Fund until the earlier of the Maturity Date or the date on which the Improvement Area #2 Reimbursement Balance is paid in full. The parties acknowledge that approval of the issuance of any Improvement Area #2 Bonds by the City Council is a governmental function within the City's sole discretion, and is subject to prevailing state and federal law at the time of

the proposed issuance. The inability or failure of the City to issue Improvement Area #2 Bonds shall not constitute a Failure by the City or otherwise result in a Default by the City under this Agreement.

- 3.4.2 Improvement Area #2 PID Bonds will not be issued until a final plat has been recorded for Improvement Area #3. If no final plat has been recorded with respect to Improvement Area #3 within five (5) years of the date hereof, then no Improvement Area #2 PID Bonds will be issued, and the payment of the Improvement Area #2 Reimbursement Balance will be limited to quarterly payments by the City to the Developer from the Assessment Revenues generated from the collection Improvement Area #2 Assessments, including Annual Installments thereof, deposited into the District Fund.
- 3.4.3 Any Prepayments of Improvement Area #2 Assessments while any Improvement Area #2 PID Bonds are outstanding shall be applied pursuant to the term of the Improvement Area #2 Indenture.
- 3.4.4 The Improvement Area #2 PID Bonds shall have a maximum maturity date of 20 years.

3.5 Unpaid Improvement Area #2 Reimbursement Balance. If any portion of the Improvement Area #2 Reimbursement Balance remains unpaid on the Maturity Date, such portion of the Improvement Area #2 Reimbursement Balance shall be canceled and for all purposes this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such portion of the Improvement Area #2 Reimbursement Balance shall no longer be deemed to be payable. The Developer shall not be relieved of its duty to construct or cause to be constructed the Authorized Improvements for the benefit of the Property within Improvement Area #2 even if there are insufficient funds payable under this Agreement to pay the PID-Funded Actual Costs of the Improvement Area #2 Funded Improvements.

3.6 Payment of Certain Assessments. The Developer agrees to pay in full the amount of any Improvement Area #2 Assessments on each Lot that has closed with a homebuyer on or before the date on which the Improvement Area #2 Assessment Ordinance is adopted.

3.7 City Obligations; Limitations.

3.7.1 The Improvement Area #2 Reimbursement Balance is payable to the Developer and secured under this Agreement solely as described above. NO OTHER CITY FUNDS, REVENUE, TAXES, INCOME OR PROPERTY MAY BE PLEDGED TO THE PAYMENT OF ANY AMOUNTS UNDER THIS AGREEMENT OR SHALL BE USED EVEN IF THE IMPROVEMENT AREA #2 REIMBURSEMENT BALANCE IS NOT PAID IN FULL AT MATURITY. NOTWITHSTANDING ITS COLLECTION EFFORTS, IF THE CITY FAILS TO RECEIVE ALL OR



ANY PART OF THE ASSESSMENT REVENUES COLLECTED FROM THE IMPROVEMENT AREA #2 ASSESSMENTS AND, AS A RESULT, IS UNABLE TO MAKE ANY PAYMENT DESCRIBED HEREIN, SUCH FAILURE SHALL NOT CONSTITUTE A FAILURE OR DEFAULT BY THE CITY UNDER THIS AGREEMENT. THIS AGREEMENT AND ANY IMPROVEMENT AREA #2 PID BONDS ISSUED IN CONNECTION HERewith SHALL NOT AND SHALL NEVER GIVE RISE TO OR CREATE: (1) A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY OR ANY OTHER TAXING UNIT; (2) A DEBT OR OTHER OBLIGATION OF THE CITY PAYABLE FROM ANY SOURCE OF REVENUE, TAXES, INCOME OR PROPERTIES OF THE CITY OTHER THAN FROM (A) ASSESSMENT REVENUE COLLECTED FROM THE IMPROVEMENT AREA #2 ASSESSMENT REVENUES PURSUANT TO THIS AGREEMENT, OR (B) THE NET PROCEEDS OF ANY IMPROVEMENT AREA #2 BONDS PAYABLE FROM SUCH ASSESSMENT REVENUE PURSUANT TO THE IMPROVEMENT AREA #2 INDENTURE; (3) ANY OBLIGATION OF THE CITY TO ISSUE PID BONDS OR OTHER OBLIGATIONS; OR (4) ANY OBLIGATION OF THE CITY TO PAY ANY AMOUNT DUE OR TO BECOME DUE UNDER THIS REIMBURSEMENT AGREEMENT OTHER THAN FROM (A) ASSESSMENT REVENUE COLLECTED FROM THE IMPROVEMENT AREA #2 ASSESSMENTS PURSUANT TO THIS AGREEMENT, OR (B) THE NET PROCEEDS OF ANY IMPROVEMENT AREA #2 BONDS PAYABLE FROM SUCH ASSESSMENT REVENUE PURSUANT TO THE IMPROVEMENT AREA #2 INDENTURE.

3.7.2 None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7.3 Until Improvement Area #2 PID Bonds are issued, the obligation of the City to deposit Assessment Revenue from the collection of Improvement Area #2 Assessments, including Annual Installments thereof, into the Improvement Area #2 Account of the District Fund is subject only to the condition that the Improvements Completion Date has occurred. Upon the issuance of Improvement Area #2 PID Bonds, the City shall deposit Assessment Revenue as required by the Improvement Area #2 Indenture.

3.7.4 Notwithstanding Section 3.7.3 above, the obligation of the City to make payments to the Developer under this Agreement is subject to Section 3.7.1 above and is conditioned upon: (1) the Improvements Completion Date having occurred; (2) the City Engineer having certified that the Total Improvement Area #2 Assessment Amount does not exceed eighty percent (80%) of the Actual Costs of the Authorized Improvements within Improvement Area #2; and (3) the Developer being in compliance with its obligations under any Developer's Continuing Disclosure Agreement, if any, entered into in connection with the issuance of Improvement Area #2 PID Bonds. From and after the satisfaction of each of the foregoing conditions: (1) the obligations of the City under this Area #2 Reimbursement Agreement to make payments to the Developer shall be unconditional, and shall continue



until the Maturity Date or until the Improvement Area #2 Reimbursement Balance has been paid in full, whichever is earlier; and (2) there shall be no conditions, defenses, or rights of offset to the obligations of the City: (i) to make payments to the Developer from the Improvement Area #2 Account of the District Fund in accordance with this Area #2 Reimbursement Agreement; (ii) if Improvement Area #2 PID Bonds are issued, to use the Net Proceeds thereof to pay all or a portion of the Improvement Area #2 Reimbursement Balance and thereafter to use Assessment Revenue from the collection of Improvement Area #2 Assessments, including Annual Installments thereof, to pay debt service on the Improvement Area #2 PID Bonds in accordance with this Area #2 Reimbursement Agreement and the Improvement Area #2 Indenture; and (iii) , subject to Section 3.3.3, if Improvement Area #2 PID Bonds have been issued and paid in full prior to the Maturity Date, to resume making payments to the Developer from the Improvement Area #2 Account of the District Fund until the Maturity Date or until the Improvement Area #2 Reimbursement Balance is paid in full, whichever is earlier.

3.8 Term. The term of this Area #2 Reimbursement Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Improvement Area #2 Reimbursement Balance is paid in full.

3.9 Transfers. Quail Valley and Walsh Ranches each has the right to assign, convey, transfer, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, their respective obligations, rights, title, or interest under this Area #2 Reimbursement Agreement to any person or entity, including, but not limited to, their respective rights, title, or interest in and to payments of the Reimbursement Balance, whether such payments are made quarterly from the District Fund or from the Net Proceeds of Improvement Area #2 PID Bonds (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until five (5) days after written notice of the Transfer is received by the City, including, for each Transferee, the notice information required pursuant to Section 3.11. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a Transferee as a result of a Transfer for which the City received notice. The foregoing notwithstanding, no Transfer of payments of the Reimbursement Balance may be pledged to the payment of debt service on public securities issued by any state of the United States or any political subdivision thereof without the approval of the City Council.

3.10 Applicable Law; Venue. This Area #2 Reimbursement Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this agreement. In the event of a dispute

involving this agreement, venue shall lie in any court of competent jurisdiction in Tarrant County, Texas.

3.11 Notice. Any notice required by or contemplated by this Area #2 Reimbursement Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) seventy-two (72) hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

If to the City:

City of Fort Worth  
Jesus Chapa, Assistant City Manager  
200 Texas Street  
Fort Worth, Texas 76102

*With a copy to:*

McCall, Parkhurst & Horton, L.L.P.  
Attn: Jeff Leuschel  
717 North Harwood, Suite 900  
Dallas, Texas 75201

and:

Kelly Hart & Hallman LLP  
Attn: Jonathan Cranz  
201 Main Street, Suite 2500  
Fort Worth, Texas 76107

If to the Developer:

QUAIL VALLEY DEVCO II, L.L.C.  
c/o Republic Property Group, Inc.  
Attn: Jake Wagner  
400 S. Record Street, Suite 1200  
Dallas, Texas 75202

and:

WALSH RANCHES LIMITED PARTNERSHIP  
Attn: Gary Goble



500 West Seventh Street, Suite 1007  
Fort Worth, TX 76102

*With a copy to:*

Shupe Ventura, PLLC  
Attn: Misty Ventura  
9406 Biscayne Blvd.  
Dallas, TX 75218

Any Party may change its address by delivering notice of the change in accordance with this section.

### 3.12 Default/Remedies.

3.12.1 If either Party fails to perform an obligation imposed on such Party by this Area #2 Reimbursement Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have thirty (30) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have forty-five (45) days within which to cure.

3.12.2 If the Developer is in Default, the City's sole and exclusive remedy shall be to compel performance through injunctive relief or specific performance. No Default by the Developer shall entitle the City to terminate this Area #2 Reimbursement Agreement. No Default by the Developer after the Improvements Completion Date shall entitle the City to withhold payments to the Developer from the District Fund in accordance with this agreement.

3.12.3 If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) compel performance through injunctive relief or specific performance; and/or (2) seek specific enforcement of this Area #2 Reimbursement Agreement. No Default by the City shall entitle the Developer to terminate this agreement.

3.12.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Area #2 Reimbursement Agreement unless the Transferee agrees in writing to be bound.

3.13 Remedies Outside the Agreement. Nothing in this Area #2 Reimbursement Agreement constitutes a waiver by the City of any remedy the City may have outside this agreement against any the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The obligations

of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations or subdivision requirements relating to the development of property in the PID.

3.14 Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Area #2 Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable state and federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit

3.15 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2271.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable state and federal law and excludes the Underwriter and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit

3.16 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the

“Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information

3.17 Entire Agreement; Amendment. This Area #2 Reimbursement Agreement supersedes all prior agreements (whether written or oral) between the Parties regarding the subject matter hereof and constitutes the only agreement between the Parties with regard to the subject matter hereof. For the avoidance of doubt, the Master Reimbursement Agreement remains in full force and effect with respect to any other applicable improvement area and is not superseded with respect to any other improvement area by this Agreement. In the event of any conflict between this Agreement and any other instrument, document, or agreement to which either Party is a party or by which either Party is bound, the provisions and intent of this Agreement shall control. This Agreement may only be amended by written agreement of the Parties.

3.18 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

3.19 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

3.20 Third Party Beneficiaries. Nothing in this Area #2 Reimbursement Agreement is intended to or shall be construed to confer upon any person or entity other than the City and the Developer (including Developer's Transferees following a transfer) any rights under or by reason of this agreement. All provisions of this agreement shall be for the sole and exclusive benefit of the City and the Developer (including Developer's Transferees following a Transfer).

3.21 Counterparts. This Area #2 Reimbursement Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original. This Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by electronic mail with a "pdf" copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.



### 3.22 Representations and Warranties.

3.22.1 Quail Valley represents and warrants, on behalf of itself and Devco I, to the City that: (1) Quail Valley has the authority to enter into and perform its obligations under this Agreement; (2) Quail Valley has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of Quail Valley has been duly authorized to do so; (4) this Agreement is binding upon Quail Valley in accordance with its terms; and (5) the execution of this Agreement and the performance by Quail Valley of its obligations under this Agreement do not constitute a breach or event of default by Quail Valley or Devco I under any other agreement, instrument, or order to which Quail Valley or Devco I is a party or by which Quail Valley or Devco I is bound.

3.22.2 Walsh Ranches represents and warrants to the City that: (1) Walsh Ranches has the authority to enter into and perform its obligations under this Agreement; (2) ) Walsh Ranches has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of Walsh Ranches has been duly authorized to do so; (4) this Agreement is binding upon Walsh Ranches in accordance with its terms; and (5) the execution of this Agreement and the performance by Walsh Ranches of its obligations under this Agreement do not constitute a breach or event of default by Walsh Ranches under any other agreement, instrument, or order to which Walsh Ranches is a party or by which Walsh Ranches is bound.

3.22.3 Quail Valley and Walsh Ranches each represent and warrant to the City that with regard to the obligations of the "Developer" under this Agreement, Quail Valley and Walsh Ranches are jointly and severally liable for such obligations unless and until either of them has transferred such obligations, in whole or in part, pursuant to Section 3.9. In the event of a Transfer by either Quail Valley or Walsh Ranches of all or any of its obligations under this Agreement pursuant to Section 3.9, the Transferee shall only be liable to the extent of the obligations that are the subject of the Transfer and shall not be jointly liable with the Developer or with any other Transferee for any other obligations under this Agreement.

3.22.4 The City represents and warrants to Quail Valley and Walsh Ranches that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

**CITY OF FORT WORTH, TEXAS**

By: *Jesus J. Chapa*

Name JESUS "JAY" CHAPA

Title DEPUTY CITY MANAGER

Date: 9-3-20



**ATTEST**

*Maria P. ...*  
City Secretary

M&C: 20-0639 09/01/20  
HB 1295: 2020-661484

**APPROVED AS TO FORM**

*David ...*  
Assistant City Attorney

**QUAIL VALLEY DEVCO II, LLC,**

a Texas limited liability company

By: RPG QVR, LLC,  
a Texas limited liability company

By: Republic Property Group, Ltd.,  
a Texas limited partnership, its Manager

By: RPG, LLC, a Texas limited liability  
company, its General Partner

By: *Mark Kiker*

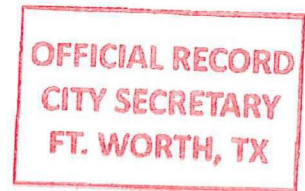
MARK KIKER, Treasurer

**WALSH RANCHES LIMITED PARTNERSHIP,**

a Texas limited partnership,

By: Walsh North Star Company,  
a Texas corporation, its General Partner

By: *Gary Goble*  
Gary Goble, VICE-PRESIDENT



**SHUPE VENTURA, PLLC**

9406 Biscayne Blvd.  
Dallas, Texas 75218  
214.328.1101

September 1, 2020

Corey Admire  
Attorney  
9406 Biscayne Blvd.  
Dallas, Texas 75218  
214.328.1100  
Corey.Admire@svlandlaw.com

**VIA EMAIL AND CERTIFIED MAIL**

Attn: Jesus Chapa, Deputy City Manager  
City of Fort Worth, Texas  
200 Texas St.  
Fort Worth, Texas 76102

Re: Assignment of Master Reimbursement Agreement Rights related to Improvement  
Area #2 of Fort Worth Public Improvement District No. 16 (Walsh Ranch/Quail Valley)

Dear Mr. Chapa,

Pursuant to the provisions of the *Master Reimbursement Agreement for Fort Worth Public Improvement District No. 16 (Walsh Ranch/Quail Valley)* (the "**Master Reimbursement Agreement**"), I am providing notice on behalf of Quail Valley Devco I, LLC, a Texas limited liability company ("**Devco I**") that it has assigned its rights related to "Improvement Area #2" (as defined in the *Fort Worth Public Improvement District No. 16 (Walsh Ranch/Quail Valley), City of Fort Worth, Texas, Service and Assessment Plan*, approved May 2, 2017, as updated for Improvement Area #2 on September 1, 2020) under the Master Reimbursement Agreement to Quail Valley Devco II, LLC, a Texas limited liability company, an entity affiliated with Devco I. An executed copy of the assignment will be provided to the City under separate cover.

Sincerely,



Corey Admire

cc: Denis McElroy, City of Fort Worth, Texas (by email)  
Jonathan Crazz, Kelly Hart & Hallman, LLP (by email)  
Jeff Leuschel, McCall, Parkhurst & Horton, L.L.P. (by email)  
G. Malcom Loudon, Walsh Ranches Limited Partnership (by email)  
Jake Wagner, Quail Valley Devco I, LLC c/o Republic Property Group, Inc. (by email)



U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

City of Ft. Worth, Jesus Chapin

Street and Apt. No., or PO Box No.

200 Texas St.

City, State, ZIP+4®

Fort Worth TX 76102



7019 2280 0000 8895 3842

# Mayor and Council Communication

DATE: 09/01/20

M&C FILE NUMBER: M&C 20-0639

LOG NAME: 13QUAIL VALLEY PID FY2021 (NIA #2)

## **SUBJECT**

(CD 3) Conduct a Public Hearing to Consider the Levying of Special Assessments in Improvement Area No. 2 of Fort Worth Public Improvement District 16 – Walsh Ranch/Quail Valley (Quail Valley PID); Adopt Ordinance (1) Levying Special Assessments on the Property Located in Improvement Area No. 2 of the Quail Valley PID, (2) Approving a Service and Assessment Plan Update for the Quail Valley PID to Include Improvement Area No. 2 (Service and Assessment Plan Update), (3) Approving Assessment Roll for Improvement Area No. 2 of the Quail Valley PID (Assessment Roll), and (4) Ordaining Other Matters Related Thereto; Authorize Execution of a Reimbursement Agreement with Quail Valley DEVCO II, LLC and Walsh Ranches Limited Partnership to Address Construction, Acquisition, and Financing of the Improvements in Improvement Area No. 2 of the Quail Valley PID; Authorize Execution of a Majority Landowner Agreement; and Adopt Appropriation Ordinance

(PUBLIC HEARING - a. Report of City Staff: Alex Laufer; b. Public Comment; c. Council Action: Close Public Hearing and Act on M&C)

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## **RECOMMENDATION:**

It is recommended that the City Council:

1. Conduct a public hearing concerning the proposed special assessments to be levied on the property located in Improvement Area No. 2 of the Quail Valley PID, with collection to begin in the 2020 Tax Year;
2. Adopt the attached ordinance (a) levying special assessments on the property located in Improvement Area No. 2 of the Quail Valley PID, (b) approving a Service and Assessment Plan Update to Include Improvement Area No. 2, (c) approving the Assessment Roll for Improvement Area No. 2, and (d) ordaining other matters related thereto;
3. Authorize execution of a Reimbursement Agreement with Quail Valley DEVCO II, LLC and Walsh Ranches Limited Partnership (collectively Developers) to address construction, acquisition, and financing of the improvements in Improvement Area No. 2 of the Quail Valley PID;
4. Authorize execution of a Majority Landowner Agreement with the Developers, outlining responsibilities associated with coordination of notices and payment of assessments for land in Improvement Area No. 2 that is not owned by Developers; and
5. Adopt the attached appropriation ordinance increasing receipts and appropriations in the FWPID #16 - Quail Valley Fund in the amount of \$419,754.00, from available funds.

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## **DISCUSSION:**

The purpose of this Mayor and Council Communication (M&C) is to take actions associated with commencement of assessments in the second phase of Fort Worth Public Improvement District No. 16, also known as the Walsh Ranch/Quail Valley Public Improvement District or "Quail Valley PID."

On September 2016, the City Council approved the creation of the Quail Valley PID, encompassing approximately one-fourth of the entire Walsh Ranch property, as a vehicle to reimburse the Developers for certain infrastructure costs. Full development of the Quail Valley PID will encompass seven phases that occur over several years as phases of the Quail Valley PID are developed. Pursuant to Ordinance No. 2207-05-2017, the City Council previously adopted a service and assessment plan for the Quail Valley PID, which has been updated annually through subsequent City Council actions, and levied assessments on Improvement Area No. 1 of the Quail Valley PID. This M&C addresses Improvement Area No. 2 of the Quail Valley PID, which is the second phase of development.

On August 18, 2020, the City Council adopted Resolution No. 5263-08-2020 concerning certain matters related to the Quail Valley PID, including the following: (1) determining the costs of certain public improvements; (2) accepting a preliminary service and assessment plan update for Improvement Area No. 2, including a proposed assessment roll; (3) directing the filing of the proposed assessment roll with the City Secretary; (4) calling for a public hearing to consider the ordinance levying special assessments on property located within the area defined as Improvement Area No. 2 of the Quail Valley PID, and (5) directing staff to publish and mail notice of this public hearing to the property owners liable for payment of the special assessment.

The purpose of this public hearing is to receive comments regarding the proposed special assessments to be levied on each property in Improvement Area No. 2 of the Quail Valley PID. As outlined in the Service and Assessment Plan update, improvements in the amount of \$5,850,000.00 are to be funded by the special assessments on Improvement Area No. 2, consisting of \$5,132,890.50 for paving expenses and \$717,109.50 for landscaping expenses. The special assessments will be levied across 553 residential units (representing 185.66 acres) and collected over a 30-year period. The 553 lots are divided into six categories, with each category represented by lot width and/or type. Widths including categories as follows: 35 feet, 50 feet, 60 feet, 70 feet and two additional lot types including townhomes and garden homes. Assessments will be allocated as follows:

Lot Size	# of Lots	Annual Installment
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35 feet	61	\$545.78
50 feet	152	\$719.04
60 feet	165	\$874.97
70 feet	67	\$1,134.87
Townhome	96	\$537.11
Garden Home	12	\$433.16

The above shown amounts are calculated using an interest rate of 4.62% per annum. This interest rate is based on the bond index rate of 2.62% applicable for the month of August through August 27<sup>th</sup> plus 2.0%.

In addition to the \$5,850,000.00 of improvements funded by the special assessments, the Developers are constructing, without reimbursement from the Quail Valley PID, additional improvements in the amount of \$21,483,342.00 in this phase of the PID, bringing the total costs of improvements in Improvement Area No. 2 to \$27,333,342.00.

The Developers are responsible for managing all construction and the associated Agreements for the development of the lots and residential units within Improvement Area #2 of the Quail Valley PID. Beginning in 2021, the City will begin to make quarterly payments to the Developers in satisfaction of the Reimbursement Amount from the special assessments revenues, less any administrative fees, once the Developer submits payment requisitions. The Reimbursement Amount for Improvement Area No. 2 will be paid over a maximum period of 30 years. Until bonds, if any, are issued, the Developer will be entitled to interest on the unpaid Reimbursement Amount at the rate of 4.62 percent. If any portion of the Reimbursement Amount remains unpaid after the City has elected to issue bonds and those bonds have been repaid in full, the interest rate on the unpaid Reimbursement Amount will be the same as the interest rate on the bonds. It is anticipated that within five years, provided that the Developers have satisfied certain obligations designed to ensure the rapid development of the entire Quail Valley PID, the City will explore options to accelerate the reimbursement of the Developers by issuing debt secured by a portion of the special assessments.

In order to maintain the Developer's construction schedule, portions of the property in Improvement Area No. 2 have been sold to home developers and individual homeowners. As reflected in the Reimbursement Agreement, Developers have agreed to assume responsibility for the payment of PID assessments for properties already sold to individual homeowners. The Majority Landowner Agreement addresses the responsibilities of the Developers and City with respect to notices, assurances, and payment of assessments for property in Improvement Area No. 2 that is not owned by the Developers.

Finally, the adoption of the attached appropriation ordinance provides the necessary funding for the City to pay the costs of services associated with ongoing administration of the Quail Valley PID and the implementation of assessments in Improvement Area No. 2. Expenses will cover costs for financial advisors, PID administrators, and legal services up to \$419,754.00. Revenues will also be adjusted by the same amount but are not anticipated to be received until Fiscal Year 2021.

It is recommended that the City Council adopt the attached ordinance levying such special assessments and approving the Service and Assessment Plan update and updated Assessment Roll; authorize the execution of the Reimbursement Agreement; and adopt the appropriation ordinance increasing estimated receipts and appropriations in the FWPID #16 - Quail Valley Fund in the amount of \$419,754.00.

A Form 1295 is not required because: This M&C does not request approval of a contract with a business entity.

**FISCAL INFORMATION / CERTIFICATION:**

The Director of Finance certifies that upon approval of the above recommendations funds are available in the current operating budget, as previously appropriated, and upon adoption of the Fiscal Year 2021 Budget by the City Council, funds will be available in the Fiscal Year 2021 Operating Budget, as appropriated, in the FWPID #16 - Quail Valley Fund. Prior to an expenditure being incurred, the Financial Management Services Department has the responsibility to validate the availability of funds.

**Submitted for City Manager's Office by:** Jay Chapa 5804

**Originating Business Unit Head:** Reginald Zeno 8517

**Additional Information Contact:** Alex Laufer 2268



**From:** [Corey Admire](#)  
**To:** [McElroy, Denis C.](#)  
**Cc:** [Jonathan W. Cranz \(Jonathan.Cranz@kellyhart.com\)](#); [Samford, John](#)  
**Subject:** FW: fixing blanks in Quail Valley Area #2 documents  
**Date:** Tuesday, September 22, 2020 3:28:48 PM  
**Attachments:** [image001.png](#)

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**CAUTION:** This email originated from outside of the City of Fort Worth email system. Do not click any links or open attachments unless you recognize the sender and know the content is safe.

It was my turn to hit send too soon. See below on the replacement pages.

**Corey Admire**

Shupe Ventura, PLLC  
9406 Biscayne Blvd.  
Dallas, Texas 75218  
214.328.1100 - direct  
214.704.6237 - cell  
[corey.admire@svlandlaw.com](mailto:corey.admire@svlandlaw.com)  
[www.svlandlaw.com](http://www.svlandlaw.com)

---

**From:** Mark Kiker <[mkiker@republicpropertygroup.com](mailto:mkiker@republicpropertygroup.com)>  
**Sent:** Tuesday, September 22, 2020 3:19 PM  
**To:** Corey Admire <[corey.admire@svlandlaw.com](mailto:corey.admire@svlandlaw.com)>  
**Subject:** RE: fixing blanks in Quail Valley Area #2 documents

Yes, I am good with this. Thank you.

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**From:** Corey Admire <[corey.admire@svlandlaw.com](mailto:corey.admire@svlandlaw.com)>  
**Sent:** Tuesday, September 22, 2020 3:17 PM  
**To:** Mark Kiker <[mkiker@republicpropertygroup.com](mailto:mkiker@republicpropertygroup.com)>  
**Subject:** FW: fixing blanks in Quail Valley Area #2 documents

Hi Mark -

Do I have your permission to authorize the City to slip page the agreements as referenced below?

**Corey Admire**

Shupe Ventura, PLLC  
9406 Biscayne Blvd.  
Dallas, Texas 75218  
214.328.1100 - direct  
214.704.6237 - cell  
[corey.admire@svlandlaw.com](mailto:corey.admire@svlandlaw.com)  
[www.svlandlaw.com](http://www.svlandlaw.com)

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**From:** McElroy, Denis C. <[Denis.McElroy@fortworthtexas.gov](mailto:Denis.McElroy@fortworthtexas.gov)>  
**Sent:** Wednesday, September 16, 2020 5:29 PM  
**To:** Corey Admire <[corey.admire@svlandlaw.com](mailto:corey.admire@svlandlaw.com)>  
**Cc:** Jonathan Cranz ([Jonathan.Cranz@kellyhart.com](mailto:Jonathan.Cranz@kellyhart.com)) <[Jonathan.Cranz@kellyhart.com](mailto:Jonathan.Cranz@kellyhart.com)>; Samford, John <[John.Samford@fortworthtexas.gov](mailto:John.Samford@fortworthtexas.gov)>  
**Subject:** fixing blanks in Quail Valley Area #2 documents

Corey,

Our City Secretary brought to my attention that the executed landowner and reimbursement agreement for Quail Valley Area #2 included some blanks that should have been filled in.

In the landowner agreement (CSC 54448), there is a blank on the top of numbered page 2 (page 3 of pdf) where the ordinance number should have been inserted.

For the reimbursement agreement (54447), there are blanks on numbered pages 5, 6, and 13 (pages 1, 2, and 11 of pdf) where the date, ordinance number, and reported interest rate were to be filled in.

In an effort to make the public record as complete and clean as possible, I am requesting that your client give written permission (an email is fine) for those blanks to be filled in and the associated pages to be slipsheeted with corrected versions.

I have attached highlighted and clean versions of the affected pages. Would you please see if your client would agree to these insertions and slipsheeting?

Thanks,

Denis

**Denis McElroy**

Assistant City Attorney  
200 Texas Street  
Fort Worth, Texas 76102  
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*City of Fort Worth — Working together to build a strong community*

Fort Worth



**Due to the ongoing coronavirus pandemic, the Fort Worth City Attorney's Office has implemented department-wide telework. All staff, except the City Attorney, are working remotely. You may communicate with me by using my customary email address and telephone extension number.**