TIRZ #2 THE CREEKS OF LEGACY REGULAR MEETING
CITY HALL CONFERENCE ROOM
142 N. OHIO DRIVE
FRIDAY, JULY 19, 2019
10:00 AM

AGENDA

I. CALL TO ORDER:

II. ACTION ITEMS:

1. Consider and act upon approval of minutes from the June 18, 2014 meeting. (Faulkner)

2. Consider and act to authorize the Chairperson to execute an agreement by and among the City of Celina, Texas, the Board of Directors of Tax Increment Reinvestment Zone Number Two, City of Celina, CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC for the purpose of an amendment to an existing development agreement. (Creeks of Legacy Development Agreement Amendment) (Laumer)

III. ADJOURN:

City Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf, or hearing impaired, or readers of large print, are requested to contact the City Secretary's Office at 972-382-2682, or fax 972-382-3736 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

The Board 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. "I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: _____ at ____ p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

_____ _____

Vicki Faulkner, TRMC
City Secretary, City of Celina, TX

Date Notice Removed

City Secretary
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
From: Vicki Faulkner, City Secretary
Date: July 19, 2019
Re: Minutes approval June 18, 2014

Action Requested:
Consider and act upon approval of minutes from the June 18, 2014 meeting. (Faulkner)

Background Information:

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
N/A

Supporting Documents:
Minutes attached

Staff Recommendation:

BOARD OF TAX INCREMENT REINVESTMENT ZONE #2
CELINA COUNCIL CHAMBERS
302 W. WALNUT ST.
CELINA, TEXAS
WEDNESDAY, JUNE 18, 2014
7:30 A.M.

MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Chairman Wayne Nabors called the meeting to order at 7:31 a.m. Board Members present were Carmen Roberts, George Kendrick, Lori Vaden and Chad Anderson. Board Member Vincent Ramos was absent.

II. ACTION ITEMS:

A. Consider and act upon approval of the June 10, 2014 organizational minutes.

Board Member Anderson moved to approve Item A. Board Member Roberts seconded. Motion carried. 5-yes;0-no.

B. Consider and act to approve a Development Agreement by and among the Board of Tax Increment Reinvestment Zone #2, the City of Celina and CTMGT Frontier 80 LLC.

Chairman Nabors asked about the amount of bonds to be sold. Mark Curran with Jefferies LLC said current bonds will be sold for 8.75 million for phase I and 6.57 million will be sold for phases II-III with a total for the project not to exceed $40,000,000.00. He said there would be approximately $30,000.00 in debt for each home. A correction to page 9 from $147,000,000.00 to $147,000.00 was noted. Chairman Nabors asked about wording in section 5.1 regarding issuing versus authorizing. City Land Use Attorney Julie Fort, Developer Representative Kirk Wilson and Mark Curran explained the wording and stated that its intent was what is needed. Board Member Roberts moved to approve Item B. Board Member Anderson seconded. Motion carried. 5-yes;0-no.

III. ADJOURNMENT:

There being no further comment Chairman Nabors adjourned the meeting at 7:40 a.m.

_____
Wayne Nabors, Board Chairman

_____ _____
Vicki Faulkner, City Secretary Date Minutes Approved

Attachment: 2014-06-18 Minutes (Minutes Approval)

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Terry and the Celina City Council**
From:	Paul DeBuff, Assistant to the City Manager
CC:	Jason Laumer, City Manager
Date:	July 19, 2019
Re:	Creeks of Legacy DA Amendment

Action Requested:
Consider and act to authorize the Chairperson to execute an agreement by and among the City of Celina, Texas, the Board of Directors of Tax Increment Reinvestment Zone Number Two, City of Celina, CTMGT Frontier 80, LLC, CADG Creeks of Legacy West, LLC, and CADG Creeks of Legacy Stonegate, LLC for the purpose of an amendment to an existing development agreement. (Creeks of Legacy Development Agreement Amendment) (Laumer)

Background Information:
This amendment adds aesthetic changes to infrastructure, bike lanes, pavement striping, and replaces impact fees with various recovery fees.

Board Review/Citizen Input:
N/A

Alternatives:
N/A

Financial Considerations:
N/A

Legal Review:
The City Attorney has reviewed this Development Agreement.

Supporting Documents:
- Proposed development agreement as amended

Staff Recommendation:
Staff recommends approval.

Staff Recommendation:
Staff recommends approval.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment (this "First Amendment") to the **Development Agreement** (the "Agreement") is made by and between the **CITY OF CELINA, TEXAS**, (the "City"), the **BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF CELINA** (the "Board") **CTMGT FRONTIER 80, LLC**, a Texas limited liability company ("CTMGT"), **CADG CREEKS OF LEGACY WEST, LLC**, a Texas limited liability company ("CADG West"), and **CADG CREEKS OF LEGACY STONEGATE, LLC**, a Texas limited liability company ("CADG Stonegate," and collectively with CTMGT and CADG West, the "Developer") to be effective _____, 2019 (the "Effective Date"). Capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

RECITALS

WHEREAS, the City, the Board, CTMGT, CADG West, and CADG Stonegate are individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, the recitals contained in this First Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this First Amendment; and (c) reflect the final intent of the Parties with regard to the subject matter of this First Amendment; and

WHEREAS, the Parties acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement remain in full force and effect; and

WHEREAS, the City, the Board, and CTMGT entered into the Agreement effective on June 18, 2014; and

WHEREAS, CADG West purchased approximately 46.050 acres of property within the PID from CTMGT and CADG Stonegate purchased approximately 56.448 acres of property within the PID from CTMGT; and

WHEREAS, pursuant to that certain Partial Assignment and Assumption of Contracts, dated July 13, 2017, CTMGT assigned to CADG West, all of its rights, title, and interests in and to the Agreement for development of the approximately 46.050 acres of property within the PID; and

WHEREAS, pursuant to that certain Partial Assignment and Assumption of Contracts, dated July 13, 2017, CTMGT assigned to CADG Stonegate, all of its rights, title, and interest in and to the Agreement for development of the approximately 56.448 acres of property within the PID; and

WHEREAS, the City and the Developer desire to amend the Agreement in order to revise certain obligations and fees related to the development of the Property; and

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

1. The Agreement Remains in Full Force and Effect. The City and Developer acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Development Agreement remain in full force and effect.

2. Specific provisions contained in the Agreement shall be amended as follows:

I. Section 4.3 shall be deleted and replaced in its entirety with the following:

4.3 Road Construction. The roads listed in **Exhibit C** and **Exhibit D** shall be constructed in accordance with and in the timeframe as provided for the TIRZ Documents the Service and Assessment Plan, the Bond Ordinance and the Road Construction Plan. The Parties agree that the Developer has completed its obligations relating to the construction of Legacy Parkway and Frontier Parkway as shown on **Exhibit D**. The Road Construction Plan may be amended by agreement of the City and the Developer, in which case the amended Road Construction Plan shall replace the current plan, and will serve as an amendment to **Exhibit D**.

II. Article VI shall be deleted and replaced in its entirety with the following:

ARTICLE VI
INSPECTION AND PERMITTING; ADDITIONAL OBLIGATIONS

6.1 Inspection and Permitting. The City shall inspect, as required by City policies and ordinances, the construction of all structures, Authorized Improvements, and any infrastructure improvements necessary to support the proposed development within the Property, including water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. The City shall be the beneficiary of the required two (2) year maintenance bond the Developer shall provide for all Public Infrastructure and Authorized Improvements.

6.2 Additional Obligations.

(a) The Developer and/or CTMGT shall construct an amenity center (the "Amenity Center") on the west side of Legacy Drive and generally shown on **Exhibit F** attached to this First Amendment. Prior to the issuance of any single-family building permit for Phase #3, construction of the Amenity Center shall be completed and open to an End Buyer prior to May 1, 2020. The Amenity Center shall include a pool.

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

(b) The Developer and/or CTMGT agrees to paint black powder coating on the bridge railings along Frontier Parkway in the areas shown on **Exhibit G** attached to this First Amendment. In the alternative, the Developer may request the City to paint black powder coating on such bridge railings, provided however, the Developer shall reimburse the City an amount not to exceed $25,000.00. within thirty (30) days after receiving a written request from the City to provide such reimbursement.

(c) The City and CTMGT and/or Developer intends for the City and the homeowner's association governing the Property (the "HOA") to enter into a lease and maintenance agreement to require the HOA to irrigate and maintain the medians on Clear Creek Parkway and Doe Branch Boulevard and the roundabout shown on **Exhibit H** attached to this First Amendment.

(d) The Developer and/or CTMGT agrees to provide lighting for the entrance monument signs identified on **Exhibit I** attached to this First Amendment, which lighting shall be consistent with and similar to the lighting for entrance monument signs in Phase #1. Electricity for such lighting shall be provided by the City.

(e) With ninety (90) days from the Effective Date of this First Amendment, the Developer and/or CTMGT agrees to escrow the costs shown on **Exhibit J** attached to this First Amendment, which costs are necessary to provide (1) street lighting for the portions of Clear Creek Parkway and Doe Branch Boulevard adjacent to the Property, (2) street lighting in medians on Clear Creek Parkway and Doe Branch Boulevard, and (3) one stop sign on Clear Creek Parkway, all as shown on **Exhibit H** attached to this First Amendment.

(f) The Developer and/or CTMGT agrees to reimburse the City, in an amount not to exceed $21,180.00, within thirty (30) days after receiving a written request from the City to provide such reimbursement, for the costs of new bike lane and parking stripping, and new pavement stripping, for Clear Creek Parkway as shown on **Exhibit K** attached to this First Amendment.

(g) The Developer and/or CTMGT agrees to take portion of right-of-way on western future Frontier Parkway in Phase #3, shown on **Exhibit L** attached to this First Amendment, to create open space that will be landscaped and irrigated, and agrees to construct or cause to construct a six foot (6') brick screening wall along the approximately southern twelve (12) lots in Phase #3.

(h) Prior to approval of the final plat for Phase #3, the Developer and/or CTMGT shall pay escrows for paving and drainage agreed upon in **Exhibit M** attached to this First Amendment.

III. The title of Article VII shall be amended as follows:

ARTICLE VII
PAYENT OF AUTHORIZED IMPROVEMENTS AND FEES

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

IV. Article VII is amended to add the following as Sections 7.5, 7.6, and 7.7 to the Agreement:

7.5 Capital Recovery Fees.

(a) The Developer is responsible for the construction of all on-site and off-site Authorized Improvements for water and wastewater facilities as well as Public Infrastructure, to the extent such improvements are necessitated by and attributable to the development of the Property. The Parties agree that such improvements will include all of the capital improvements and facility expansions necessitated by and attributable to the Property; therefore, pursuant to Section 395.001(4) of the Texas Local Government Code, **no Impact Fees levied by the City will apply to the Property**. Instead, the City and Developer agree to (a) set roadway capital recovery fees at $2,500.00 per single-family residential lot, (b) set water capital recovery fees at $3,000.00 per single-family residential lot, and (c) set wastewater capital recovery fees at $3,000.00 per single-family residential lot. All capital recovery fees applicable to individual lots will be due and collected upon the issuance of the single-family residential lot's building permit.

(b) Upon payment of each water capital recovery fee as provided in Section 7.5(a) above, the City agrees to provide the Developer $1,000.00 in the form of a Chapter 380 grant, within thirty (30) days after collection, to reimburse the Developer for a portion of the costs of Public Infrastructure. The Upon payment of each wastewater capital recovery fee as provided in Section 7.5(a) above, the City agrees to provide the Developer $1,000.00 in the form of a Chapter 380 grant, within thirty (30) days after collection, to reimburse the Developer for a portion of the costs of Public Infrastructure.

7.6 Technology Fees. The Parties agree upon a fixed payment for technology fees, to be collected upon the issuance of a single-family residential lot's building permit, in the amount of $500.00 per lot.

7.7 Park Fees. The Parties agree upon a fixed payment for park fees, which includes recreation and open space, in lieu of a dedication of land, to be collected upon the issuance of a single-family residential lot's building permit, in the amount of $1,500.00 per lot.

V. Section 13.10 shall be deleted and replaced in its entirety with the following:

13.10 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds of the Property
Exhibit B	Depiction of the Property
Exhibit C	Authorized Improvements with their Estimated Costs
Exhibit D	Road Construction Plan
Exhibit E	Map with location and detail of Authorized Improvements
Exhibit F	Phase Plan
Exhibit G	Frontier Parkway – Location of Bridge Railings
Exhibit H	Location of Irrigation and Maintenance of Medians

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

Exhibit I	Location of Monuments Signs
Exhibit J	Estimated Costs of Street Lighting
Exhibit K	Estimated Costs – Clear Creek Parkway Road Improvements
Exhibit L	Depiction of Right-of-Way
Exhibit M	Paving and Drainage - Escrows

3. **Recitals.** In the event it becomes necessary to interpret any provision of this First Amendment, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this First Amendment and, but for the intent of the Parties reflected by the recitals, would not have entered into this First Amendment.

4. **Notices.** Notwithstanding anything contained in the Agreement to the contrary, any notice, submittal, payment or instrument required or permitted by the Agreement or this First Amendment to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:
Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

With a copy to:
Attn: Julie Fort
Messer, Rockefellar, & Fort, PLLC
6351 Preston Road, Suite 350
Frisco, Texas 75034

And to:
Attn: Bond Counsel
Robert Dransfield
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932

To the Developer:
Attn: Mehrdad Moayedi
CTMGT Frontier 80, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

To the Developer:
Attn: Mehrdad Moayedi
CADG Creeks of Legacy Stonegate, LLC
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

To the Developer:
Attn: Mehrdad Moayedi
CADG Creeks of Legacy West, LLC
1800 Valley View Lane, Suite 300

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

Farmers Branch, Texas 75234

And a copy to: Attn: J. Prabha Cinclair
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

To the TIRZ: Attn: City Manager
City of Celina, Texas
142 N. Ohio
Celina, Texas 75009

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

5. Entire Agreement. This First Amendment together with the Agreement shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this First Amendment and the Agreement. This First Amendment shall not be modified or amended except in writing signed by the Parties. Exhibits F, G, H, I, J, K, L, and M to this First Amendment are hereby also attached as Exhibits F, G, H, I, J, K, L, and M to the Agreement.

6. Covenant Running with the Land. This First Amendment shall be a covenant running with the land and shall be binding upon the Parties, their assigns and future owners of all or any portion of the Property.

7. Recordation. This First Amendment shall be recorded in the real property records of Denton County, Texas and Collin County, Texas.

8. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this First Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this First Amendment shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9. Applicable Law; Venue. This First Amendment is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this First Amendment shall be in the Collin County District Court.

10. Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this First Amendment shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this First Amendment. No provision of this First Amendment may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this First

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

Amendment shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. Authority and Enforceability. The City represents and warrants that this First Amendment has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and the individual executing this First Amendment on behalf of the City has been duly authorized to do so. Developer represents and warrants that this First Amendment has been approved by appropriate action of the Developer, and that each individual executing this First Amendment on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this First Amendment is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

[SIGNATURE PAGES FOLLOW, REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF CELINA

By: _____
Name: Chad Anderson
Title: Mayor Pro-Tem

APPROVED AS TO FORM

_____
Name: Julie Fort, Messer, Rockefeller & Fort, PLLC
Title: Attorney for the City

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2019 by _____ of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

Tax Increment Reinvestment Zone Number Two, City of Celina

By: _____
Name: _____
Title: TIRZ #2 Board Chairperson
Date: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2019 by _____ of the Tax Increment Reinvestment Zone Number Two, City of Celina, on behalf of the Tax Increment Reinvestment Zone Number Two, City of Celina.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

DEVELOPER:

CTMGT Frontier 80 LLC,
a Texas limited liability company

By: Centamtar Terras, LLC,
a Texas limited liability company
Its Manager

By: CTMGT, LLC,
a Texas limited liability company
Its Sole Member

By:_____
Name: Mehrdad Moayedi
Its: Sole Manager and Member

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2019 by Mehrdad Moayedi, the Sole Manager and Member of CTMGT, LLC, as the Sole Member of Centamtar Terras, LLC, as the Manager of CTMGT Frontier 80, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

DEVELOPER:

CADG Creeks of Legacy Stonegate, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By:_____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2019 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Creeks of Legacy Stonegate, LLC, a Texas limited liability company on behalf of said company.

_____
Notary Public, State of Texas

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

DEVELOPER:

CADG Creeks of Legacy West, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its Sole Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By:_____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2019 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Creeks of Legacy West, LLC, a Texas limited liability company on behalf of said company.

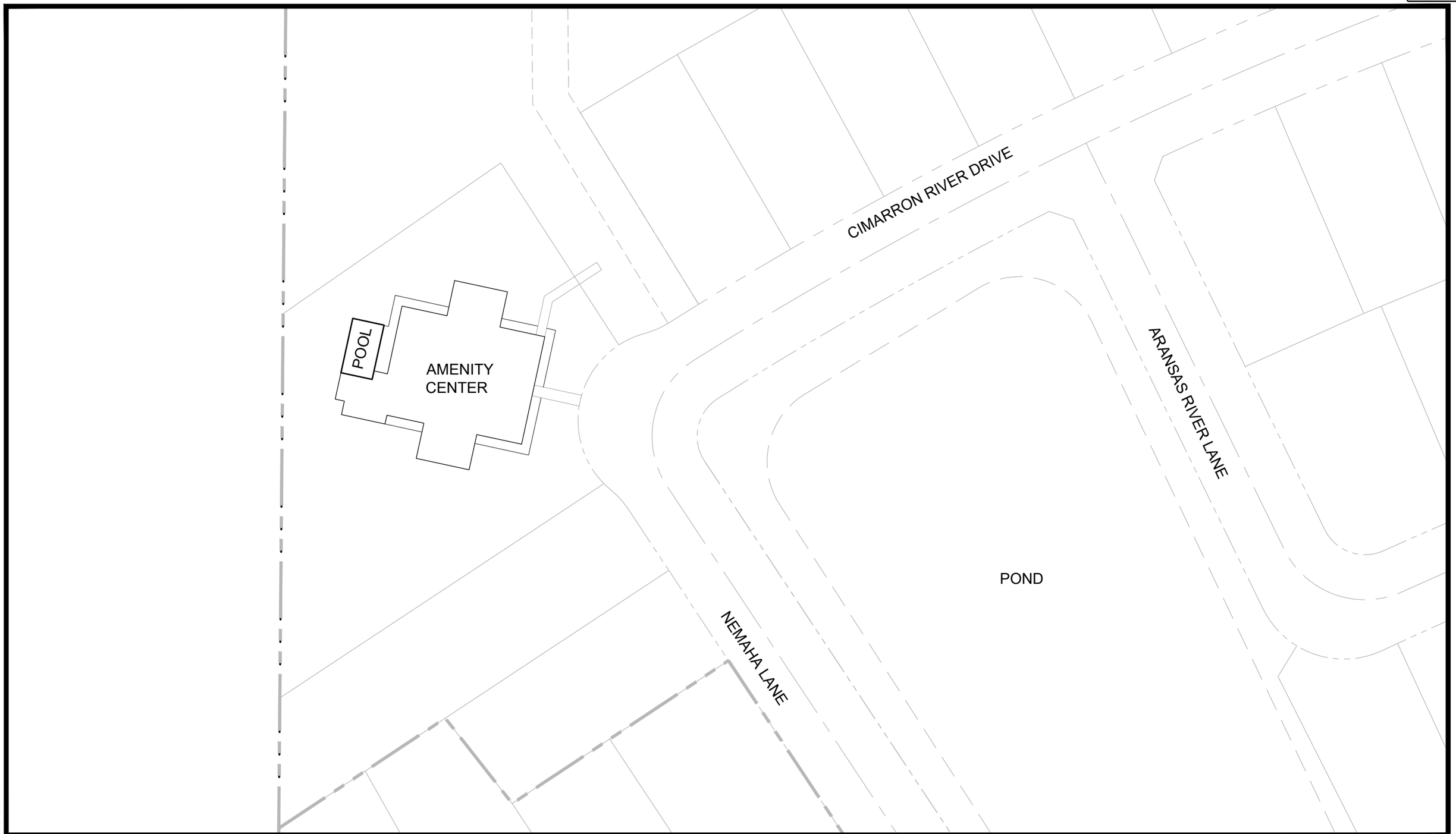
_____
Notary Public, State of Texas

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

EXHIBIT F

Phase Plan

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)



PELOTON
LAND SOLUTIONS

CREEKS OF LEGACY

EXHIBIT F

CELINA, TEXAS
MAY 2019

0' 50' 100'

J:\Jot

Plot Date/Time: 5/15/2019 10:57 AM

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

EXHIBIT G

Frontier Parkway – Location of Bridge Railings

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

28 FRONTIER PARTNERS, LLC.
INST. #2017-61624
C.R.D.C.T.

PHASE 2A

PHASE 1C

PHASE 1B

DOE BRANCH BOULEVARD

LEGACY DRIVE

AVEX PROPERTY

PHASE 2C

PHASE 1B

28 FRONTIER PARTNERS, LLC.
INST. #2017-61624
C.R.D.C.T.

BRIDGE RAILINGS TO BE COVERED
IN APPROVED BLACK POWDER COATING

FRONTIER TOLLWAY PARTNERS, LP
INST. #20070618000828920
O.P.R.C.C.T.

FRONTIER PARKWAY

LEGACY FRONTIER, LLC.
INST. #20150203000121210
O.P.R.C.C.T.

MIKE A. MYERS
INVESTMENT HOLDINGS, L.P.
INST. #2004-0158476
O.P.R.C.C.T.

PELOTON
LAND SOLUTIONS

CREEKS OF LEGACY
EXHIBIT G

CELINA, TEXAS
MAY 2019

0' 20' 40' 60'

Plot Date/Time: 5/15/2019 3:57 PM

JJK

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

EXHIBIT H

Location of Irrigation and Maintenance of Medians

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

DOE BRANCH BLVD

CLEAR CREEK PKWY

MEDIANS AND ROUNDABOUT
TO BE MAINTAINED (TYP.)

PHASE 1C

PHASE 1B

DOE BRANCH BLVD

PHASE 2C

MODEL
HOMES

FRONTIER PARKWAY

WAY

PELOTON
LAND SOLUTIONS

CREEKS OF LEGACY
EXHIBIT H

CELINA, TEXAS
MAY 2019

0' 100' 200' 300'

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

Plot Date/Time: 5/15/2019 4:07 PM

EXHIBIT I

Location of Monument Signs

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

PELOTON LAND SOLUTIONS

CREEKS OF LEGACY

EXHIBIT I

CELINA, TEXAS
MAY 2019

0' 100' 200' 300'

JJK

Plot Date/Time: 5/17/2019 3:03 PM

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

EXHIBIT J

Estimated Costs of Street Lighting

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

LEGEND

- STREET LIGHT
- PROPOSED STOP SIGN
- EXISTING STOP SIGN

PELOTON LAND SOLUTIONS

CREEKS OF LEGACY
EXHIBIT J

CELINA, TEXAS
MAY 2019

0' 200' 400' 600'

JJL

Plot Date/Time: 5/15/2019 4:09 PM

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

EXHIBIT K

Estimated Costs – Clear Creek Parkway Road Improvements

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

PELOTON LAND SOLUTIONS

ESCROW ESTIMATE

Creeks of Legacy - Clear Creek Striping

City of Celina, Collin County, Texas

Project Number:	CEN13006
Prepared For:	Centurion American
Date:	June 7, 2019
File Name:	Creeks of Legacy - Clear Creek Striping Escrow Estimate
Prepared by:	ESH
Checked by:	ESH

CONSTRUCTION COSTS - WEST PHASE 2 DRAINAGE

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
4" Solid White Markers	8310	LF	$1.50	$12,465.00
4" Solid Yellow Markers	4740	LF	$1.50	$7,110.00
4" Solid White Markers to Be Removed	940	LF	$1.00	$940.00
4" Solid Yellow Markers to Be Removed	5620	LF	$1.00	$5,620.00
Stop Sign	2	EA	$1,000.00	$2,000.00
TOTAL CONSTRUCTION COSTS				**$28,135.00**

ESTIMATED ESCROW COSTS	**$28,135.00**

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

EXHIBIT L

Depiction of Right-of-Way

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

PELOTON
LAND SOLUTIONS

CREEKS OF LEGACY

EXHIBIT L

CELINA, TEXAS
MAY 2019

0' 200' 400' 600'

Plot Date/Time: 5/15/2019 10:57 AM

JJL

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

EXHIBIT M

Paving and Drainage - Escrows

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

PELOTON LAND SOLUTIONS

ESCROW ESTIMATE

Creeks of Legacy, Legacy North- Paving

City of Celina, Collin County, Texas

Project Number:	CEN13006
Prepared For:	Centurion American
Date:	February 15, 2019
File Name:	Creeks of Legacy - North Paving Escrow Estimate
Prepared by:	AMO
Checked by:	ESH

CONSTRUCTION COSTS - LEGACY NORTH PAVING

DESCRIPTION	AMOUNT
Earthwork	$6,162.00
Paving	$78,213.60
Miscellaneous	$3,555.00
TOTAL CONSTRUCTION COSTS	**$87,930.60**

MISCELLANEOUS COSTS

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Engineering & Surveying	12%	%	$87,931	$10,552
SWPPP (plan preparation & inspections)	1	LS	$3,000	$3,000
P,P & M Bond (2% of Pvg & Util Contracts)	2.0%	%	$87,931	$1,759
Eng. Review & Inspection Fee (3% of Pvg & Util)	3.0%	%	$87,931	$2,638
Geotechnical Testing	3.0%	%	$87,931	$2,640
TOTAL MISC. COSTS				**$20,588**

SUMMARY

Construction Costs	$87,930.60
Miscellaneous Costs	$20,588.20
NET PROJECT COSTS	**$108,519.00**

ESTIMATED ESCROW COSTS	**$108,519.00**

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

Offsite Paving - 60' ROW, 25' B-B Section				460 LF
Earthwork				
DESCRIPTION	**QTY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
Clear, Strip, & Grub	0.80	AC	930.00	744.00
Excavation	2,580	CY	2.10	5,418.00
			Subtotal:	$ 6,162.00
Paving				
DESCRIPTION	**QTY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
6" Conc Pavement w/ 25' B-B	1,300	SY	45.00	58,500.00
6" Lime Stabilized Subgrade	1,430	SY	3.00	4,290.00
*Hydrated Lime (36#/SY)	26	TONS	140.00	3,603.60
5', 4" Conc. Sidewalk	460	LF	25.00	11,500.00
Concrete Butt Joint	40	LF	8.00	320.00
			Subtotal:	$ 78,213.60
Misc.				
DESCRIPTION	**QTY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
Silt Fence	980	LF	1.50	1,470.00
Construction Entrance	1	EA	2,085.00	2,085.00
			Subtotal:	$ 3,555.00
Total				**$ 87,930.60**

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)

PELOTON LAND SOLUTIONS

ESCROW ESTIMATE

Creeks of Legacy, West Phase 2- Drainage

City of Celina, Collin County, Texas

Project Number:	CEN13006
Prepared For:	Centurion American
Date:	July 25, 2018
File Name:	Creeks of Legacy, West- Phase 2 Drainage Escrow Estimate
Prepared by:	AMO
Checked by:	ESH

CONSTRUCTION COSTS - WEST PHASE 2 DRAINAGE

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
Drop Inlet	1	EA	$4,500.00	$4,500.00
42" RCP	50	LF	$138.00	$6,900.00
TOTAL CONSTRUCTION COSTS				**$11,400.00**

ESTIMATED ESCROW COSTS	**$11,400.00**

Attachment: Creeks of Legacy DA amendment (Creeks of Legacy DA Amendment)